

Dated _____ **2020**

**(1) THE INCUMBENT OF THE BENEFICE OF CORRINGHAM (ST JOHN THE EVANGELIST)
(ST MARY THE VIRGIN) AND FOBBING**

**(2) THE PAROCHIAL CHURCH COUNCIL OF THE PARISH OF CORRINGHAM (ST JOHN
THE EVANGELIST) (ST MARY THE VIRGIN) and THE PAROCHIAL CHURCH COUNCIL OF
ST MICHAEL FOBBING**

- and -

(3) BOGDAN CONSTANTIN BALANESCU and CRISTINA BALANESCU

LICENCE UNDER FACULTY

in respect of The Churches of St John and St Michael

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DATE:

PARTIES:

- (1) **THE INCUMBENT OF THE BENEFICE OF CORRINGHAM (ST JOHN THE EVANGELIST) (ST MARY THE VIRGIN) AND FOBBING** (the Licensor)
- (2) **THE PAROCHIAL CHURCH COUNCIL OF THE PARISH OF CORRINGHAM (ST JOHN THE EVANGELIST) (ST MARY THE VIRGIN) and THE PAROCHIAL CHURCH COUNCIL OF ST MICHAEL FOBBING**, each a body corporate under section 1 Parochial Church Councils (Various Powers) Measure 1956 (the **PCC**); and
- (3) **BOGDAN CONSTANTIN BALANESCU and CRISTINA BALANESCU** both of 39 Cornell Way, Romford, Essex, RM5 2HN (the **Licensee**)

WHEREAS:

- (A) The churches of St Michael, Fobbing and St John's, Corringham form part of the United Benefice of Corringham (St John the Evangelist) (St Mary the Virgin) and Fobbing
- (B) The Licensor has at the request of the PCC agreed to grant a Licence to the Licensee on the terms and in the manner hereinafter appearing
- (C) The parties are acting in accordance with a Faculty issued by the Consistory Court of the Diocese of Chelmsford on _____ 2020
- (D) **The Licensee intends to occupy the property for use by The Romanian Orthodox Metropolis in Western & Southern Europe.**

IT IS AGREED as follows:

1. Definitions and interpretation

Except where expressly stated to the contrary

1.1. Definitions

Additional Fee

£20 per hour as assessed by the Licensor (acting reasonably) in respect of any additional use of the Property outside the Permitted Hours

Licence Fee

Initially £20 per hour subject to review in accordance with the Schedule to this Licence

Plan 1 and Plan 2

The plans attached to this licence and labelled as such

Permitted Hours

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1)	Use of St John's Church between 0930 and 1400 every Sunday and at such other times as agreed in writing between the parties subject to the payment of the Additional Fee	
2)	Use of St Michael's Church at such times as agreed in writing between the parties subject to the Payment of the Additional Fee.	

Permitted Use

means use for the purposes only of divine worship according to the rites and ceremonies of the Romanian Orthodox Church and teaching and fellowship in the context of a Christian community

Property

means together St John's Church and St Michael's Church

St John's Church

St John's Church, St John's Way, Corringham, Stanford-le-Hope, Thurrock, SS17 7LJ and being all the land and buildings registered at HM Land Registry with title number EX847876 as shown edged red on Plan 1.

St Michael's Church

St Michael's Church, High Road, Fobbing, Stanford-le-Hope, Thurrock, SS17 9JH and being all the land and buildings registered at HM Land Registry with title number EX847094 as shown edged red on Plan 2

1.2. Interpretation

- 1.2.1. For the avoidance of doubt, persons may be individuals or corporations.
- 1.2.2. References in this Licence to any legislation are to that legislation as extended, modified, amended, re-enacted or replaced at the date upon which its construction is relevant for the purposes of this Licence and not as originally enacted or as at the date of this Licence.
- 1.2.3. References generally to legislation include statutory instruments, regulations and other derivative legislation canons and any regulation or other legislation of the European Union that is directly applicable in England and Wales and include existing legislation and legislation which comes into effect during the Term.
- 1.2.4. References to any guidance made under any legislation are to that guidance as it is from time to time and are to such guidance as at the date upon which its construction is relevant for the purposes of this Licence and not as originally enacted or as at the date of this Licence.
- 1.2.5. Section 205 Law of Property Act 1925 applies to this Licence.
- 1.2.6. The parties acknowledge that
 - (a) Corporations aggregate can only act by agents
 - (b) Individuals and corporations sole can act by agents

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	(i) Rights given to a person may therefore be exercised by that person by appropriate agents appointed by him from time to time;	
	(ii) of and works on land may require or be facilitated by the use of appropriate equipment, and	
	(c) Rights of inspection of and works on land therefore include rights to use appropriate equipment.	
1.2.7.	The right to do something includes the right to permit its being done.	
1.2.8.	An obligation not to do something includes an obligation	
	(a) Not to permit its being done, and	
	(b) To take reasonable steps to stop its being done.	
1.2.9.	References to costs include	
	(a) charges expenses and disbursements, and	
	(b) all solicitors' and other professional fees.	
1.2.10.	When followed by a list of things 'include' and its cognates are to be deemed to be followed by the words 'without limitation' so that the <i>ejusdem generis</i> rule will not apply to the construction of this Licence.	
1.2.11.	The headings above the clauses of this Licence are for reference only and are not to affect its construction.	
1.2.12.	Any reference to a clause or schedule without further designation is a reference to a clause or schedule of this Licence.	
1.2.13.	If anything in this Licence is held to be invalid, illegal or unenforceable then it will not affect the validity, legality or enforceability of the other things in this Licence.	
1.2.14.	Where a covenant binds more than one person it will bind them jointly and severally.	
2.	Grant of Licence	
	In consideration of the agreements on the part of the Licensee in this Licence the Licensor at the request of the PCC grant to the Licensee licence and authority to use St John's Church and St Michael's Church for the Permitted Use during the Permitted Hours subject to the conditions set out in this Licence.	
3.	Licence Fee	
3.1.	The Licensee shall pay the Licence Fee to the PCC without deduction or set-off.	
3.2.	Payment of the Licence Fee in accordance with this Licence is a condition of this Licence.	
3.3.	The Licensee will pay the Licence Fee to the PCC in arrears (as determined by the PCC) on the first day of each calendar month.	
3.4.	When required, the Licensee shall pay the Additional Fee (as determined by the	

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	PCC) in arrears on the first day of each calendar month.	
3.5	The Licence Fee shall be reviewed in accordance with the Schedule to this Licence.	
4.	Period of this Licence	
	This Licence is for twelve months commencing on thereafter from year to year.	2020 and
5.	Licensee's obligations	
	The Licensee agrees with the PCC as follows:	
5.1.	that the use of the Property by the Licensee shall be for the Permitted Use only;	
5.2.	that the Licensee may use St John's Church:	
	5.2.1. during the Permitted Hours	
	5.2.2. on such other day or times as may be agreed between the Licensee and the PCC in advance from time to time and subject to payment by the Licensee of the Additional Fee;	
5.3.	that the Licensee may use St Michael's Church on such day or times as may be agreed between the Licensee and the PCC in advance from time to time and subject to payment by the Licensee the Additional Fee;	
5.4.	that the Licensee may, in addition to the provisions of clause 5.2 and clause 5.3, use a cupboard at St John's Church (as agreed from time to time between the parties) for the purposes of storing items required for the Permitted Use. All such use by the Licensee is subject to not causing annoyance or disturbance to the Licensor, the PCC or any persons using the remainder of the Property with the permission of the PCC and PROVIDED THAT neither the PCC nor the Licensor shall have any liability or responsibility for any items the Licensee stores at the Property;	
5.5.	not to use the Property for any illegal immoral or irreverent purpose or for any purpose inimical to the practice and beliefs of the Church of England or to do on or in the Property anything which may cause an annoyance or disturbance to the Licensor, the PCC or any nuisance annoyance or disturbance to the owners and occupiers of adjoining or neighbouring land;	
5.6.	not to use the Property for the purposes of wedding ceremonies;	
5.7.	not to do anything that may make void or voidable or which may vitiate the insurance maintained in respect of the Property;	
5.8.	not to attach any fixtures to the Property;	
5.9.	not to damage the furnishings and contents at the Property which belong to the Licensor or the PCC;	
5.10.	not to remove from the Property the furnishings and contents at the Property that do not belong to the Licensee;	
5.11.	to take all reasonable steps to prevent damage to the Property its furnishings and contents;	

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5.12.	not to make any alterations to the Property;	
5.13.	not to exhibit or attach to the Property or the windows thereof any figure letter pole flag signboard advertisement inscription bill placard or sign whatsoever so as to be seen from the exterior without the previous consent in writing of the Licensor and all other relevant authorities;	
5.14.	to make good any damage caused to the Property to the satisfaction of the PCC;	
5.15.	to comply with all legislation that applies to the Property;	
5.16.	to comply with any order of any court that affects the Property (including without limitation the Consistory Court of the Diocese of Chelmsford);	
5.17.	to maintain public liability insurance and all other insurance as may be appropriate to the activities of the Licensee and to indemnify each of the Licensor and PCC in respect of any claims by or liability to third parties arising out of the use of the Property by the Licensee;	
5.18.	to produce to the PCC annually a copy of all policies and certificates of insurance effected by the Licensee in relation to its use of the Property;	
5.19.	to pay any additional premium that the PCC's or other insurers may require arising out of use of the Property by the Licensee in accordance with this Licence;	
5.20.	not to assign, sub-licence or otherwise deal with the benefit of this Licence;	
5.21.	to ensure that the Property is left in a clean and tidy state (being not worse than at the beginning of each respective usage by the Licensee), including without limitation washing, drying and replacing any cups and dishes used by the Licensee, sorting and bagging rubbish and ensuring that access ways are not obstructed;	
5.22.	to ensure that children and other vulnerable persons are properly, adequately and appropriately supervised at all times during the Licensee's use of the Premises;	
5.23.	to comply with the relevant policies procedures guidelines and recommendations under any legislation including the Chelmsford Diocesan Safeguarding Policy and Practice Guidelines from time to time;	
5.24.	to provide to the PCC on demand a copy of the Licensee's written policy about children and other vulnerable persons that conforms with relevant legislation;	
5.25.	to provide to the PCC a list and contact details of the individuals holding keys to the Property for the Licensee;	
5.26.	to ensure that there are no more than two individuals holding keys to the Property for the Licensee;	
5.27.	to comply with any rules of management made by the PCC and not to impede the Incumbent the PCC or any other person in exercise of their respective rights over the Property;	
5.28.	not to bring chattels on to the premises other than those required in the exercise of the use of the Property for the Permitted Use unless with the consent of the PCC (which shall not be unreasonably withheld) PROVIDED THAT the parties acknowledge that it is agreed that the Licensee may bring an altar to the Property;	

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5.29.	to indemnify the PCC against all losses claims demands actions proceedings damages costs or expense or other liability arising in any way from the Licence and from any breach of any of the Licensee's undertakings contained herein or the exercise or purported exercise of any of the rights granted by this Licence to the Licensee; and	
5.30.	to remove the plate, ornaments, and other movable goods of the Licensee at the end of the licence period given by this Licence.	
6.	The obligations of the PCC	
	The PCC agrees with the Licensee	
6.1.	that the Licensee observing and performing its agreements contained in this Licence may use the Property in the manner and at the times herein provided; and	
6.2.	that the PCC will keep the Property insured against fire and all other risks usually covered by such a policy with the Ecclesiastical Insurance Group or other reputable insurers in such sum as the insurers shall from time to time recommend.	
7.	Agreements	
	The parties agree and acknowledge that	
7.1.	during the term of this Licence the PCC may carry out work on the fabric of the Property to repair and improve its facilities;	
7.2.	any building works to adjoining buildings (if required) carried out by the PCC may interfere with the Licensee's enjoyment of the Property and the Licensee will not object to any such works;	
7.3.	the Licensor or PCC may terminate the licence granted by this Licence by not less than 21 days' prior written notice if the Licensee is in breach of it;	
7.4.	the Consistory Court of the Diocese of Chelmsford may by order terminate the licence granted by this Licence;	
7.5.	if there are any differences about the use of the Property or interpretation of this Licence they shall be referred to the Chancellor of the Diocese of Chelmsford whose decision shall be final;	
7.6.	this Licence may be terminated by either the PCC or the Licensee on not less than six months' prior written notice given by one to the other; and	
7.7.	if this Licence is terminated for any reason it will have no effect on the rights of any party to it that may have accrued.	

AS WITNESS the signatures of the parties to this Licence, the day and year first above written

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Signed and sealed as a Deed
by the **INCUMBENT OF THE BENEFICE
OF CORRINGHAM (ST JOHN THE
EVANGELIST) (ST MARY THE VIRGIN)
AND FOBBING**

.....

the presence of:

Witness signature:

Witness name:

Witness address:

.....

Witness occupation:

Executed as a Deed by **THE PAROCHIAL
CHURCH COUNCIL OF THE PARISH OF
CORRINGHAM (ST JOHN THE EVANGELIST)
(ST MARY THE VIRGIN)**
Acting by two Members

Member:

Member:

Executed as a Deed by **THE PAROCHIAL
CHURCH COUNCIL OF ST MICHAEL
FOBBING**
Acting by two Members

Member:

Member

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	Signed and delivered as a Deed by) BOGDAN CONSTANTIN BALANESCU)

Witness signature:

Witness name:

Witness address:

.....

Witness occupation:

	Signed and delivered as a Deed by) CRISTINA BALANESCU)
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Witness signature:

Witness name:

Witness address:

.....

Witness occupation:

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	paragraph 2(a) of this Schedule a new arrangement for indexation (“the Revised Indexation”) whereby the figure to be calculated under that paragraph shall reflect increases in the cost of living on a similar basis to that set out in that paragraph	
3.	If the Licensor and Licensee are unable to agree a basis for the Revised Indexation then either of them may at any time request the President of the Institute of Chartered Accountants in England and Wales to appoint an arbitrator to determine in accordance with the Arbitration Act 1996 an appropriate basis for the Revised Indexation which would achieve a basis as near as possible to that which applies under paragraph 2(b) of this Schedule.	
4.	Interim Payments	
4.1	Until such time as the Revised Fee is ascertained, the Licensee shall continue to pay the Licence Fee previously payable	
2.	Within thirty days of the Revised Fee being ascertained, the Licensee shall pay to the Council any increase in the Licence Fee together with interest on each instalment thereof at the Prescribed Rate calculated in each case from and including each day on which each such instalment of the increased Licence Fee would have been payable had the Revised Fee been ascertained on or before the Relevant Review Date	
5.	Memorandum of Revised Fee	
	The parties shall sign a memorandum recording the Revised Fee and shall be responsible for their own costs and expenses for this	
6.	Time Not of the Essence	
	Time is not of the essence for the purposes of this Schedule	