



## Guidance notes

# Worship Licence and Booking Form Document Guide

Document guide with guidance on use of the standard form of licence for use of premises for Christian worship (Worship Licence) and Template booking form for use of premises for Christian worship (Worship Booking Form).

 Updated Aug 24th 2017

---

### Section A - Introduction to the Worship Licence and Booking Form

This Document Guide provides guidance on use of the standard form of licence for use of premises for Christian worship ([Worship Licence](#)) and Template booking form for use of premises for Christian worship ([Worship Booking Form](#)). These documents have been prepared specifically for use of Model Trust property by another Christian church or congregation for non-Methodist services and meetings for public religious worship under Model Trust 14(2A).

For guidance on the process that must be followed **before** another Christian church or congregation can use Model Trust property for non-Methodist services and meetings for public religious worship under the [Worship Licence](#) or [Worship Booking Form](#), Managing Trustees should refer to the [Schedule 14a Flow Chart and Process Chart](#).

### Section B – Is the Worship Licence or Worship Booking Form Suitable?

#### **B1 – Worship Licence or Booking Form?**

While the [Worship Licence](#) is for regular but part-time, non-exclusive use of Methodist premises, the [Worship Booking Form](#) is for occasional or one-off use only. If Managing Trustees are unsure whether a licence or booking form is more appropriate, please refer to the general [Licence Flow Chart](#).

#### **B2 – Use must not be under a “lease”**

Use by another Christian church or congregation must be on the basis that it is revocable (that it can be stopped). If the other Christian church or congregation wants to use the premises on a continuous or exclusive basis, under a “lease”, then this **would not** be permitted. Managing Trustees facing such a request to use their premises should contact TMCP Legal for guidance before using the Worship Licence. Managing Trustees can also refer to the [Licence Flow Chart](#) and **Section B** of the [Licence Guidance 1 – When To Use the Standard Licence](#) which sets out the difference between the two types of arrangement. Simply using or calling the document “a licence” will not mean that it is a licence, if the nature of the arrangement, is more akin to a lease i.e. exclusive use.

#### **B3 – Obtaining approval to use of the Worship Licence**

The Worship Licence reflects Methodist best practice and complies with Model Trusts and Standing Orders.

Like the Standard Licence, the Worship Licence has the deemed approval of the Connexional Team under Standing Order 931(3) if used without any alterations being made. If any amendments are made to the Worship Licence, including additions or deletions, specific approval is required. Before proceeding, TMCP's approval must be obtained to any proposed amendments on behalf of the Connexional Team under Standing Order 931(3).

## **B4 - Guidance on Using Standard and Template Documents**

The specific [Worship Licence](#) and [Worship Booking Form](#) follow the same forms as the general Standard Licence and Template Booking Form. Managing Trustees may find the following guidance of assistance:

- [Letting Property and Third Party Use page](#)
- [Licence page](#)
- [Licence Guidance 1 – When To Use the Standard Licence](#)
- [Licence Guidance 2 – Completing the Standard Licence](#)
- [Licence Guidance 3 – The Standard Licence Explained](#)
- [Licence FAQs](#)

The guidance in this Document Guide focuses on the differences between the standard forms and the specific [Worship Licence](#) and [Worship Booking Form](#).

---

## **+ Section C - Completing the Sections of the Worship Licence and Worship Booking Form That Need to be Completed**

### **C1 Definitions**

The first two pages of the [Worship Licence](#) and the first three pages of the [Worship Booking Form](#) have spaces for Managing Trustees to complete/ fill-in information relating to the use of the premises by the Licensee or Hirer. It is very important to complete the information correctly as the capitalised words in bold are defined by the descriptions (not in bold) immediately following them. The defined terms (indicated by the use of a capital letter for the first letter of each word of the term e.g. "Model Trusts") are used throughout the Worship Licence and Booking Form.

Managing Trustees can use the general guidance in [Licence Guidance 2 – Completing the Standard Licence](#) and the specific guidance in this Document Guide to make sure that the definitions are completed correctly. The definitions must not be deleted.

### **C2 Describing the Licensee (Worship Licence) or the Hirer (Worship Booking Form)**

- Managing Trustees can refer to Section C2.2 of [Licence Guidance 2 – Completing the Standard Licence](#) for guidance on how to describe the Licensee or Hirer. The Christian churches and congregations that Managing Trustees enter into agreements with, for use under Model Trust 14(2A), are often unincorporated associations or groups that have no legal identity. This will lead to one or more individuals from the Christian church or congregation being asked to enter into the agreement. In this situation please complete the Worship Licence or Booking Form to show which Christian church or congregation the individual(s) are "representatives of" to identify who will be using the premises.
- **Licensee** - parties clause (2) on page 1 of the **Worship Licence**  
Insert the Licensee's full name(s), and address together with the name of the Christian church or congregation that will be using the premises as indicated. Please also insert the denomination or network to which the Group belongs or is affiliated if applicable. This can help to identify a wider group that the Methodist Church is already familiar with.
- **Hirer** – clause 1.2 on page 1 of the **Worship Booking Form**  
Insert the Hirer's full name(s), address and name of the Christian church or congregation that will be

using the premises as indicated. It is helpful to insert a telephone number and/or email address so that contact can be made easily with the Hirer. Please also insert the denomination or network to which the Group belongs or is affiliated if applicable.

### **C3 Describing the Permitted Use (Worship Licence) or the Event (Worship Booking Form)**

- **Permitted Use** – foot of page 1 of the **Worship Licence**

Please describe what the Licensee will be using the premises for. It is presumed that the use will include activities that fall under Model Trust 14(2A); non-Methodist services and meetings for public religious worship. Details should also be given of any ancillary activities such as a coffee morning to ensure that the agreement sets out exactly what the Licensee will be using the premises for, whether that is “worship” or not.

It can be helpful to make reference to the Christian church or congregation in the description e.g. “meetings and services by the [NAME OF CHURCH OR CONGREGATION]”.

- **Event** – clause 1.5 on page 2 of the **Worship Booking Form**

Please describe the Event that the Hirer wants to use the premises for. It is presumed that the use will include activities that fall under Model Trust 14(2A) being non-Methodist services and meetings for public religious worship. For example, the Event could be an annual meeting that will involve an element of worship. The Managing Trustees could describe the Event as “an annual meeting of the [NAME OF CHURCH OR CONGREGATION]”.

### **C4 - Describing the Permitted Hours (Worship Licence)**

- **Permitted Hours** – page 2 of the **Worship Licence**

Please insert the days, times and frequency of use in the table as indicated. Please confirm whether the Licensee will be permitted to use the premises on Christmas Day , Good Friday and/or Easter Day by selecting “excluding” or “including”.

The “other” row of the table can be used to indicate any one-off dates when the Managing Trustees (and therefore the Licensee) will need to use the premises at different times e.g. if the Methodist service is earlier (or later) in the day than usual on Christmas Day or the Licensee wants to hold additional services during Holy Week.

### **C5 Describing the Schedule 14a Date**

- Page 2 of the **Worship Licence**

Insert the date that Methodist Council consent was confirmed for use of the premises under Model 14(2A). This is the date that the Schedule 14a was signed on behalf of the Methodist Council (Schedule 14a Date).

### **C6 Start and End Dates (Worship Licence) or the Hire Period (Worship Booking Form)**

- **Start and End Dates** – page 2 of the **Worship Licence**

**Start Date** - Insert the date on which the Licensee will first use the premises. This should be no earlier than the Schedule 14a Date (see **Section C5**) as the premises cannot be used by the Licensee for non-Methodist services and meetings for public religious worship without the consent being in place. The date can be inserted by hand once the Schedule 14a has been signed (but must be inserted before the Worship Licence is signed).

**End Date** - Insert the date on which the licence will end. This should be no later than expiry of the consent under the Schedule 14a and should therefore be no later than 12 months after the Schedule 14a Date. The date can be inserted by hand once the Schedule 14a has been signed (but must be inserted before the Worship Licence is signed).

The **Licence Period** (the duration of the agreement) is defined in clause 12 as the period from and including the later of the Start Date or the Schedule 14a Date, until the earlier of the End Date or the date on which this licence is terminated in accordance with clause 5. However, Managing Trustees

may feel that it is better to wait until the Schedule 14a is in place and the dates are known rather than having to rely on this provision and tell the Licensee that they cannot use the premises for the first meeting because the required consent is not in place.

- **Hire Period** – clause 1.6 on page 2 of the **Worship Booking Form**

Managing Trustees need to ensure that the Schedule 14a is in place before the start of the Hire Period/ the date of the Event. Although the Booking Form allows Managing Trustees to cancel a booking if they believe that consent will not be in place (condition 11.1(a)), it is recommended that bookings are not confirmed until the Schedule 14a has been signed to avoid bad feeling.

---

## **+ Section D – Provisions relating to use under Model Trust 14(2A)**

Please refer to [Licence Guidance 3 – The Standard Licence Explained](#) for explanatory drafting notes on the provisions that are common to the “worship” and “standard” forms of the Standard Licence and Booking Form. Guidance on the specific provisions that have been included in the [Worship Licence](#) and [Worship Booking Form](#) is set out in this Section D.

### **D1 Methodist Restrictions on Use - clause 3(g) of the Worship Licence and condition 3.2 of the Worship Booking Form**

These clauses set out the standard restrictions on use of Model Trust property. However, unlike the Standard Licence and Template Booking Form, the use clause in the Worship versions does not exclude use for “religious purposes”. This is to allow use for non-Methodist services and meetings for public religious worship under Model Trust 14(2A).

### **D2 Doctrinal Standards – clause 3(r) of the Worship Licence and condition 3.5 of the Worship Booking Form**

Both documents include a provision prohibiting the Licensee (or Hirer) from permitting anything to be done or said that would offend, deny or repudiate the doctrinal standards of the Methodist Church. Model Trust 14(2A) states that use of premises must be revocable (stopped) in these circumstances. Should the situation arise, Managing Trustees have the right to terminate a licence (clause 5.1(b)) or cancel a booking (condition 11.1(b)). Including a specific obligation in the [Worship Licence](#) and [Worship Booking Form](#) also brings the need to ensure that nothing is done or said to offend, deny or repudiate the Methodist doctrinal standards to the Licensee/ Hirer’s attention.

### **D3 Alcoholic wine at communion - clause 12.2 of the Worship Licence and condition 3.6 of the Worship Booking Form**

Both documents include a provision confirming that while the supply, sale or consumption of alcoholic beverages is not permitted, use of alcoholic wine at communion is allowed. Such use is however subject to:

- the terms of any sharing agreement that may apply to the premises (where the Methodist Premises to be used by another Christian church or congregation are subject to a sharing agreement)
- such use being authorised by the Managing Trustees and TMCP as Custodian Trustee
- subject to the rules that apply to the Licensee or Hirer itself; and
- use otherwise being in accordance with Standing Order 922(4)

---

## **+ Section E – Before Allowing Use of Premises By Another Christian Church or Congregation**

**Before allowing use of premises by another Christian church or congregation under the Worship**

**+ Disclaimer**

Please note that this document is to provide guidance and assistance to Managing Trustees and their professional advisers. This guidance note is general in nature, may not reflect all recent legal developments and may not apply to the specific facts and circumstances of any particular matter.

Also note that nothing within the documents and guidance notes provided by TMCP nor any receipt or use of such information, should be construed or relied on as advertising or soliciting to provide any legal services. Nor does it create any solicitor-client relationship or provide any legal representation, advice or opinion whatsoever on behalf of TMCP or its employees.

Accordingly, neither TMCP nor its employees accept any responsibility for use of this document or action taken as a result of information provided in it.

Please remember that Managing Trustees need to take advice that is specific to the situation at hand. This document is not legal advice and is no substitute for such advice from Managing Trustees' own legal advisers.

---

© 2017 TMCP  
Registered Charity No. 1136358  
A body corporate established by  
the Methodist Church Act 1939

Trustees For Methodist Church Purposes, Central Buildings  
Oldham Street, Manchester, M1 1JQ

Telephone: 0161 235 6770  
Fax: 0161 236 0752