[***on School letterhead***]

[***addressed to licensee***]

# Licence to Occupy school premises

1. The School Board of Trustees (*the Board*) is the controlling authority for [***name of school***] (*the School*) and has agreed to enter into this licence agreement to allow [***name of licensee***] (*you/your*) to use [***the school hall or playing fields or part of the school premises space on the school car park -delete or amend as appropriate***] (*the Premises*) for the purpose of operating a Mobile Dental Unit for the provision of Community Dental Services (*Permitted Use*) on the terms and conditions set out in this letter (*Licence*). The Secretary of Education (*the Secretary*) has authorised the Board to enter into this Licence pursuant to a Gazette Notice published under Section 163 of the Education and Training Act 2020.
2. The Board grants you a licence to occupy the Premises commencing on [**commencement date**] and remain in effect until terminated in accordance with its terms, on the terms and conditions set out in this Licence and its appendix.
3. At the end of this Licence, you will remove all of your property (including any property of your invitees if any) from the Premises, and leave the Premises in a clean, safe and tidy condition to the complete satisfaction of the Board.
4. You will pay to the Board:
	1. a licence fee of $10 to be paid immediately upon the execution of this Licence (if demanded); and
	2. the following costs and expenses arising from your use and occupation of the Premises:
		1. the actual costs of installation, testing and maintenance of any electrical, water and waste discharge utilities required to meet your specifications;
		2. actual costs of water, electricity, telephones and other utilities or services used or consumed based on the rate of usage on the Premises, or where actual costs cannot be ascertained, a fair and reasonable proportion of such costs;
5. You acknowledge that the Premises form part of the School which is controlled and managed by the Board as part of its statutory responsibilities, including under the Education and Training Act, which prevail over the terms of this Licence.
6. You are not responsible for insuring the Premises for catastrophic loss. However, the Secretary reserves the right to seek compensation, including any costs for recovery, for any loss or damage caused by your or your invitee’s or agent’s, use and occupation of the Premises. You acknowledge that the Secretary and the Board shall have no liability for damage or loss to School buildings or facilities or the Premises.
7. You must, at your own cost, promptly repair any damage caused to the Premises by you or any your invitees. If you fail to do so, the Board may, in addition to its other rights, repair any damage and recover the costs from you.
8. You will comply with and observe the Board’s health and safety code of practice and any statutory, regulatory, code, bylaw or Ministry of Education requirements in the use and occupation of the Premises and you will provide to the Board, if demanded, a health and safety management plan for the Premises having regard to your intended use and occupation of the Premises. The Board may make recommendations to such plan or any revised plan from time to time which you must comply with.
9. You will use the Premises only for the Permitted Use.
10. You will not bring or store within the Premises (nor allow to be brought upon or stored within the Premises) any goods or things of any offensive, noxious, illegal or dangerous nature which could cause damage to School buildings or other facilities, or affect the health and safety of any person on the Premises.
11. You will not allow any act or thing to be done which may be or grow to be a nuisance or annoyance to the Board or any other person and generally and you will use the Premises in a clean, quiet and orderly manner free from nuisance, disturbance or annoyance to any person.
12. Due to its overriding statutory obligations, the Board may terminate this Licence if the Board no longer wishes the Mobile Dental Unit to operate on the Premises, or The Contractor no longer requires the use of the Premises for the Dental Unit, this Memorandum may be terminated on 1 year’s written notice
13. You may not place or display any signage or advertising on the Premises (except with the written permission of the Board), or make any alterations to the Premises or construct any buildings, structures or other improvements on the Premises.
14. You must comply with all relevant legislation, regulations and bylaws affecting the Premises and your use of the Premises, and must not cause or allow any act on the Premises that would cause nuisance or annoyance to any neighbouring property, or any contamination of the Premises. You must, at your own cost, obtain and comply with any resource consents, permits and other planning approvals required for the Permitted Use of the Premises.
15. The Board makes no warranty or representation that the Premises are fit for any particular use.
16. You agree to occupy and use the Premises at your own risk, and release the Board from any claim for any loss or damage you may suffer or incur.
17. You indemnify the Board against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or incurred at any time by the Board (or the School or the Secretary) as a direct or indirect result of any breach of your obligations, undertakings or warranties contained or implied in this Licence, or as a direct or indirect result of your activities on the Premises.
18. You must meet all costs and expenses (including legal costs on a solicitor/client basis) which the Board may incur in enforcing its rights under this Licence.
19. This Licence is personal to you, and you may not assign, transfer, sub-licence or otherwise share your rights under this licence or in the Premises to or with any other person.
20. This Licence is the entire agreement (and replaces all earlier negotiations, representations, warranties, understandings and agreements) between you and the Board regarding your use of the Premises. Any amendments to this Licence must be recorded in writing and signed by both you and the Board.
21. Please confirm your acceptance of these terms and conditions by signing the enclosed copy of this letter and returning it to us.

Yours sincerely

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[(Signed by an authorised signatory
for and on behalf of the Board)]

The terms of the Licence granted by this letter are agreed and accepted

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

[***insert name of*** ***licensee***]

**Appendix**

**Access and Security**

1. Access to the Premises shall be [***put in applicable circumstances eg through the School reception area, only through entrance etc***]

2. Patients waiting for an appointment shall wait [***advise waiting area***].

3. No one shall be permitted access to the Premises when it is not in attendance by the dental health therapist, unless previously agreed by the Board and you.

4. Patients waiting for an appointment shall be your responsibility.

5. School staff [***shall/shall not***] be responsible for answering telephone calls where the telephone service is shared with the Mobile Dental Unit and the dental health therapist is not in attendance.

6. School staff [***shall/shall not***] supervise patients arriving at the Mobile Dental Unit outside of clinic hours.

7. You shall supervise the behaviour of patients waiting in the waiting area and ensure that any behaviour that could be considered dangerous, such as running or rough play, is not permitted.

8. You will ensure the Mobile Dental Unit is kept secure when not in attendance by the dental health therapist.

9. Both parties shall ensure a list with an emergency contact for anything connected with the Community Dental Service is available in the Mobile Dental Unit and School reception area.

10. You shall be responsible for your own first aid kit which should be located in the Mobile Dental Unit. The dental health therapist is responsible for any first aid matters while patients are waiting or under their service.

11. You shall ensure patients and visitors to the Mobile Dental Unit coming by motor vehicle use only the parking being part of the Premises or otherwise designated for use in connection with the Community Dental Service, and do not cause any unreasonable obstructions on the School Premises and if there is insufficient parking on the Premises, shall ensure visitors park off the School Premises.

12. The Community Dental Service may use the ablution facilities located [***insert details***]

13. The Community Dental Service may access the Mobile Dental Unit only during core school days or other days as may be agreed between the Board and you, as follows: [***list times***]