



FAQs

Frequently Asked Questions (FAQs) focusing on the impact of COVID-19

🕒 Updated Mar 20th 2020

Section A - Introduction

These COVID-19 frequently asked questions (FAQs) explore general practical issues that face Managing Trustees given the impact of COVID-19. These FAQs are to be read in conjunction with the general guidance on [licences](#), [ASTs](#) and [Non-residential leases](#) available on TMCP's website.

Section B - Frequently Asked Questions

+ Q1. Licences - Cancellation due to COVID-19

Q1.1 Some of our licensees have called us to cancel their use of our church hall for the time being. How should we respond to this?

A1.1. Managing Trustees across the Connexion are receiving requests from third party hirers to temporarily cancel their use of church premises. Given the Government guidance on social distancing, the groups on which so many communities rely have become impossible and cancellations are inevitable. If some or all of your licensees wish to cancel in accordance with Government guidance, the Managing Trustees may feel that have little choice but to accept while doing what they can to ensure that the group will come back once the restrictions are lifted. The Methodist Church website guidance also suggests that Managing Trustees may also feel they would like to emphasise the pastoral support that is available.

Q1.2. In accordance with the guidance on the Methodist Church website we have suspended all our Church groups. We allow a number of local community groups to use our premises under licence. Can we insist that these third party groups stop using our premises aswell? We are using the Standard Licence.

A1.2. Yes, Managing Trustees are free to make this decision and may feel that it is in the best interests of the charity to do so to follow Government guidance on social distancing and to protect third parties as well as those volunteers who would need to manage such use. Please refer to the guidance on the Methodist Church website ([Coronavirus Guidance](#)).

Under the terms of the [Standard Licence](#) Managing Trustees can suspend use/cancel sessions at their ultimate discretion on a temporary basis or end the arrangement altogether. Please refer to [FAQ 2.1](#). Although notice is required under clause 5, in the circumstances the Managing Trustees and the groups involved could mutually agree to the notice having immediate effect.

Q1.3. The majority of our licensees have requested a break in their licence due to COVID-19. However, we have a food bank which uses our premises under licence and given the ever great need for food banks we are anxious that the building remains open so that they can continue to use it. Is this possible?

A1.3. Ultimately this is a decision for the Managing Trustees bearing in mind Government guidance and the guidance on the Methodist Church website ([Coronavirus Guidance](#)). Managing Trustees will want to ensure that they are not putting their own vulnerable volunteers in danger while ensuring that the food bank using their premises can continue its vital work.

Managing Trustees should consider the position carefully and keep it under review as the wider situation develops over the coming weeks and months. Can the Managing Trustees make arrangements to ensure those volunteers or other church members who would be “overseeing” the use of the premises by the food bank are not classed as “vulnerable” in accordance with Government guidance? Please also keep under review the need for use of the premises to be shared i.e. not used by the food bank exclusively.

Please refer to the guidance that is available on the Methodist Church website ([Coronavirus Guidance](#)) and the [Trussell Trust](#) website which highlights the pressure being placed on them in the current situation and “ways to help”.

+ Q2. Licences - How to cancel third party use under licence due to COVID-19.

Q2.1. Some of our licensees have called us to cancel their use of our church hall for the time being. We are minded to agree but how do we go about this in practice? Can we agree this informally or do we have to ask our licensees to terminate their licences and then get them to sign new licences when they return? We are using the Standard Licence.

A2.1. Legally, a contract is in place and this can be terminated under the termination provisions of clause 5 of the [Standard Licence](#) . If you terminate under clause 5 then written notice (not email) should be given. A new licence would be needed once ‘normal service’ resumes and this will be dependent upon advice from the Government.

Although the Managing Trustees may prefer the certainty of an outright cancellation of their licences, given the inherent uncertainty at this time, they may want to consider whether a more flexible approach works for both them and their licensee?

Under the Standard Licence, use is at the times specified in the licence or otherwise at the Managing Trustees’ absolute discretion. Managing Trustees may prefer to speak to their licensees informally (telephone/email) to agree to suspend their licence for the time being. Once an end to this period of social distancing is in sight, an agreement can be reached as to when the licence will start again (and the obligation to pay the licence fee). The licence would then run to the current End Date. This could be agreed by email or over the telephone with a record kept of what is agreed.

+ Q3. Licences – Licence fees for unused sessions due to COVID-19.

Q3.1. Some of our licensees have called us to cancel their use of our church hall for the time being. Ideally we would like to do this informally i.e. suspend use while we see what happens rather than terminating the licence altogether. If we do this, are we obliged to make our licensees pay for unused sessions?

A3.1. These are very difficult and unprecedented times and it is ultimately for the Managing Trustees to decide how they wish to proceed. Although technically you could ask your licensees to pay for unused sessions, particularly if they have asked you to terminate their licence, it is difficult to see how the Managing Trustees could expect payment in any event if you have reached a mutual agreement to suspend use.

Q3.2. Will our insurer cover the charity for lost revenue?

A3.2. It is strongly recommended that the Managing Trustees check the position with their particular insurer. The situation is changing rapidly and companies are responding to the challenges posed by COVID-19 in different ways and adapt their stance in light of developments. You may want to keep checking the position.

If you have any queries in relation to these FAQs please feel free to call members of TMCP Legal and Finance using the telephone numbers which you will have at the foot of emails received from members of the team.

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