

Car Park Licences

Many churches allow the general public to use their chapel car park on an ad hoc basis. Some charge to do so. Others allow free parking as an act of goodwill to the local community. However, what many churches do not realise is that if someone uses a car park on an exclusive and regular basis for an extended period, even if there is no fee involved, they may possibly gain the legal right to do so permanently. This is especially so in the case of neighbours with land adjacent to the chapel site. That said, the scenario is unlikely to arise where parking occurs on an occasional and impromptu basis. For example, if the local dentist's car park is full and a patient uses the chapel car park during their appointment. On the other hand, if the dentist's car park was actually inadequate for his level of customers, and he let it be known that staff and patients could use the chapel car park, the dentist may acquire the right to do on a permanent basis. The qualifying factors are exclusivity, regularity and permanence. Nevertheless it is better to be safe than sorry, and therefore imperative that any parking on a church premises is regulated in a professional manner. This extends to church members who might use the car park when not actually attending an event at the church. For instance parking in the chapel car park if their place of business is nearby.

This may seem overly judicious but it is important to remember that the church is responsible to the chapel's trustees to retain complete rights over the premises. This can be done by the use of a licence, wherein the trustees retains possession of the premises and give the user no more than a non-exclusive right of occupation. This is preferable to a lease where the user has exclusive possession for the period specified.

Churches therefore need to be aware of the exact scope of any arrangement between themselves and a third party user. What may be understood to be a licence could, on closer examination, turn out to be a lease. If this is the case, it is probable that the user is a business tenant, which raises other difficulties. Firstly, it is necessary to keep in mind that "business" in this context also includes charities and other not-for-profit organisations. Secondly, a business tenant is normally entitled to renew a lease or may be eligible for recompense. It follows that the distinction between a lease and a licence is important for churches, and churches should therefore opt for the latter.

A sample licence is available on request from the office.

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