Ashburnham & Penhurst Parish Council

HIRING AGREEMENT FOR THE HIRE OF

THE SPORTS PAVILION AND CRICKET GROUND AT TN33 9NU

Hirers should be aware that by signing this hiring agreement they are entering into a contract that could be used in evidence in any relevant legal proceedings.

**AGREEMENT DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PARTIES**

(1) Ashburnham & Penhurst Parish Council, a corporate body named in clause 2.2.

(2) The person or organisation named in clause 2.3,

**AGREED** as follows:

**1.** Throughout this Agreement:

* the Parish Council named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Parish Council’s employees and agents
* the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
* where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Clerk to the Council.

**2.** In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

**2.1 Dates and times required** (tick the options which apply to this booking)

Day and date(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This is a one off booking, or

This is a repeating booking – frequency weekly, or

monthly, or

at intervals and on dates to be advised by schedule

until further notice, or

until end date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Times: (Part days are split into three sessions - morning, afternoon and evening – tick as many as apply to this booking)

Morning

Afternoon

Evening

Preparation time required? (give details)

**2.2 Parish Council**

We are a local authority as defined by the Local Government Act 1972 and as such a corporate body called Ashburnham & Penhurst Parish Council.

Our chief executive is the Clerk to the Council, Dr Brian Holdstock who may be contacted by telephone at 01323 832082 and 07836 716723 and by email to clerk@ashburnham-penhurst.net

**2.3 Hirer**

(a) Name (individual) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , or

(b) Name of organisation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(c) Organisation’s authorised representative: Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact details – telephone, email and address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**2.4 Hire Fee**

Hire fees may be paid by cheque payable to Ashburnham & Penhurst Parish Council or by direct online transfer to sort code 63-83-01, Account number 2036 0199

The standard hire fee for a session of morning, afternoon or evening is £50.

Residents of the parish automatically receive a discount of 50%.

Groups and organisations based in the parish pay a fee of £15 per session.

Other rates for seasonal bookings or medium to long term repeat bookings are negotiable.

The hire fee for this booking is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to be paid as ticked below

The hire fee is payable in advance of the single events for which these premises are hired, or

The hire fee is payable within 4 weeks of the end of the cricket season, or

The hire fee is to be paid by bank standing order monthly.

**Deposit**

No deposit is required from hirers who are residents of the parish or from groups and organisations based in the parish.

Other hirers are required to pay a fully refundable deposit of £250 against any excess charges for breakages, other damage, rubbish removal or additional cleaning. Deposits are due at the time of booking and may be paid by post dated cheque dated the day of the event. Such cheques will not be presented for payment until after a conversation with the hirer. Deposits paid by other means will be refunded within 28 days of the event.

Is this a commercial hire? Yes/No

Do you hold public liability insurance? Yes/No

**2.5 Premises (**tick that which applies)

Pavilion and sports field

Part of premises (please specify)

**2.6 Purpose/description of hiring**

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

**2.7** Will tickets be sold for your event? Yes/No

**2.8** Is food to be provided at the event? Yes/No

**2.9** Is alcohol to be provided at the event? Yes/No

**2.10** Will there be exhibition of a film? Yes/No

**2.11** Will either live music be performed or recorded music played?

Yes/No

**3.** You agree not to exceed the maximum permitted number of people in the pavilion which, in the main room, is 82 standing, 37 seated.

**4.** We do not have a Premises Licence. This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015.

* (i)  You are responsible for ensuring that screenings of film abide by age classification ratings.
* (ii)  You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held you will obtain our consent to give notice of a TEN to the licensing authority.
* (iii)  You agree to obtain our consent to give notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i), (ii) or (iii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

**5.** You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

**6.** We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.

**7.** None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Signed by the person named at 2.2 above, duly authorised, on behalf of the Parish Council.

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

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.

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

On receipt of a signed booking from the hirer the Clerk to the Council will sign the agreement and send a copy to the hirer

**STANDARD CONDITIONS OF HIRE**

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

**1. Age**

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

**2. Supervision**

During the period of the hiring, you are responsible for:

(i)  supervision of the premises, the fabric and the contents;

* 1. (ii)  care of the premises, safety from damage however slight or change of any sort; and
  2. (iii)  the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
* As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

**3. Use of premises**

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

You must not enter or make use of the cricket square except for the purposes of conducting an event booked as a cricket match.

**4. Insurance and indemnity**

(i) You are liable for:

* (a)  the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
* (b)  the cost of repair of any damage (including accidental and malicious damage) done to our audio visual equipment
* (c)  all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our audio visual equipment, and
* (d)  all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises, and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub- clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

* (a)  any insurance excess incurred and
* (b)  the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Clerk. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and may re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

**5. Gaming, betting and lotteries**

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**6. Music Copyright licensing**

You must ensure that where appropriate you hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

**7. Music**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

**8. Film**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

**9. Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

**10. Public safety compliance**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Clerk.

(i) You acknowledge that you have received the ‘Safety and Fire Regulations’ document giving instruction in the following matters:

* The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the pavilion remembering that the exit door thresholds are too high for a wheel chair.
* The location and use of fire equipment.
* Location of the first aid box.
* Escape routes and the need to keep them clear.
* Method of operation of escape door fastenings.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

* That all escape routes are free of obstruction and can be safely used for instant free public exit.
* That there are no fire-hazards on the premises.
* That emergency lighting luminaires are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

**11. Noise**

You must ensure that you do not cause a noise nuisance especially if your event is out of doors.

**12. Drunk and disorderly behaviour and supply of illegal drugs**

You must not permit violent or criminal behaviour and ensure that:

(i) no one attending the event consumes excessive amounts of alcohol

(ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way will be asked to leave the premises in accordance with the Licensing Act 2003.

**13. Food, health and hygiene**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

**14. Electrical appliance safety**

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

**15. Stored equipment**

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring and any such property left behind is subject to the following conditions:

We may, at our discretion, dispose of such property by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

(i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended

(ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

**16. Smoking**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision must be asked to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner in the special purpose container on the wall by the entrance door to the pavilion.

**17. Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form (RIDDOR) to the HSE Incident Contact Centre at www.hse.gov.uk. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

**18. Explosives and flammable substances**

You must ensure that:

(i) Highly flammable substances are not brought into, or used in any part of the building.

(ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

**19. Heating**

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

**20. Animals**

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

**21. Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

**22. Sale of goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser’s name and address and that any discounts offered are based only on Manufacturers’ Recommended Retail Prices.

**23. Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

(i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

(ii) our reasonably considering that

(a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

(b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;

(iii) the premises becoming unfit for your intended use;

(iv) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

**24. End of hire**

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise we may make an additional charge.

Additional cleaning will be charged to you at the rate of £15 per hour.

**25. No alterations**

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

**26. No rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.