Cheveley Parish Council

102 High Street, Cheveley CB8 9DG

Enquiries: Parish Clerk: email <u>clerk@cheveley-pc.gov.uk</u>, tel: 07483 107014 Hall bookings only: <u>parishhall@cheveley-pc.gov.uk</u>

Hire Agreement for either of the two Premises known as the Parish Hall / the Recreation Ground Pavilion

Every hirer must sign a Hire Agreement Whether or not they pay to hire the premises

DATE OF AGREEMENT:

- PARTIES: 1. Cheveley Parish Council named in clause 2.2:
 - 2. Hirer 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, volunteers, agents and invitees
 - 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 obtain consent from the Authorised Representative of Cheveley Parish Council, which is either the Clerk or, for the Hall, the Hall Bookings Secretary.
- 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 2.5 below and the answers to the questions in sub-clause 2.6 are terms of this Agreement. This Agreement includes the Standard Terms and Conditions of Hire.

2.1 Date required

Day and date:		Month:		Year:
Times: including p	reparation and clean-up	From:	Тс):

2.2 Cheveley Parish Council

For Parish Hall Authorised representative: Clerk to Cheveley Parish Council 102 High Street, Cheveley, CB8 9DG Tel: 07483 107 014 The Hall Bookings Secretary Email: parishhall@cheveley-pc.gov.uk OR Email: clerk@cheveley-pc.gov.uk

<u>For Pavilion</u> Authorised representative: Clerk to Cheveley Parish Council 102 High Street, Cheveley, CB8 9DG Tel: 07483 107 014 Email: <u>clerk@cheveley-pc.gov.uk</u>

2.3 Hirer

Name:	
Organisation: (if applicable)	
Name of Organisation's Authorised Representative:	
Address:	
Tel:	
Email:	

2.4 Hire Fees

	Parish Hall Rooms available see para 2.5	Pavilion Facilities available see para 2.5
Hour AM/PM/evening (4 hours) Full day	£10 £25 £60	£10 £25 £60
Bank information for payment of fees	Unity Bank Parish Hall Sort Code: 60 83 01 Account: 20436036	Co-op Bank Cheveley Pavilion and Recreation Ground Charity Sort Code: 08 92 99 Account: 67316708

One-time users must pay the booking fee at least two weeks before the date of the event. Regular users will be invoiced and should pay the amount of the invoice within two weeks of receipt. Failure to pay may result in cancellation of hire.

Parish Councils have certain community responsibilities. We are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days' notice in writing to you in the event of the hall or pavilion being required on the same date/time for the fulfilment of its community responsibilities. In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

2.5 Premises

Parish Hall	 Pavilion
Garden Room	Main Room
Jubilee Room	Main room + 2 changing rooms
	Main room + 2 changing rooms + showers
	Mini soccer pitch + whole pavilion + goal nets

Full size pitch + whole pavilion + temporary goals

2.6 Purpose/description of hiring:

- a) Will tickets be sold for your event?
- b) Is food to be provided at the event?
- c) Is alcohol to be provided at the event?
- d) Will there be screening of a film?
- e) Will live music be performed or recorded music played?

3.	You agree not to exceed the maximum permitted number of people per room including the
	organisers/performers.

Parish Hall		Pavilion	
Garden Room	45	Main Room	24
Jubilee Room	50	Each changing room	18

4. Licences

- a) Performing Right Society (PRS) for the performance of copyright music Hall only Phonographic Performance Licence (PPL) – Hall only Host Premises Licence (HPL) Licence – for food trucks – Hall only Street Trading Event Permit – for Farmers' Markets only
- b) 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 screening of a film but only in accordance with the Deregulation Act 2015.

- c) The parish council **does not** hold a TV licence. This means that watching, recording or streaming live TV on any device and from any channel is **prohibited** whilst on the premises.
 - (i) You are responsible for ensuring that screenings of film abide by age classification ratings.
 - 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 Temporary Event Notice (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 Temporary Event Notice (TEN) to the licensing authority.
 - (iv) If monies are to be collected for donation to a 'good cause' or charity, all advertising for the event, wherever it appears – in print, on social media, website etc. – should state which 'good cause(s)' will receive the donation. After the event, the Parish Council must receive a copy of the letter of thanks from the recipient of the donation.

If you fail to comply with 4(i), (ii), (iii) or (iv) 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 adversely 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 Terms and Conditions of Hire, 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 is 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 Authorised Representative of Cheveley	
Parish Council, as named in Clause 2.2:	

Signed by the Hirer or the Authorised Representative of the Hirer (where applicable), as named in Clause 2.3:	
I have read, understood and agree to abide by the Standard Terms and Conditions of Hire. By signing this Agreement, I understand that I have entered into a contract that can be used in evidence should legal action become necessary.	