



## HIRE AGREEMENT

### MELTON PLAYING FIELD & PAVILION

1. **The Owner** of the site and the facilities on the site is the Melton Parish Council (MPC)
2. **The Hirer** is Melton Cancer Car Boot Sales [MCCBS]. Should MCCBS fail to exist during the hiring period the agreement will be deemed to become void and the **Owner** will be free to enter into new and/or separate hire agreements with any other body or bodies it may choose. This agreement is not transferable to any other party.
3. **Hiring dates**

The hiring dates will be:

  - Saturday 3<sup>rd</sup> May 2014
  - Saturday 7<sup>th</sup> June 2014
  - Saturday 5<sup>th</sup> July 2014
  - Saturday 2<sup>nd</sup> August 2014
  - Saturday 16<sup>th</sup> August 2014 (To be used if previous dates have been cancelled due to bad weather)
  - Saturday 6<sup>th</sup> September 2014

The period of hire will be from 06:00 to 16:00 on each of the above dates.
4. **Facilities to be hired by MCCBS**
  - a) Use of playing field
  - b) Use of the Pavilion Cloakroom facilities and use of the Pavilion Kitchen
5. **The Hiring Fee**
  - a) The Fee to be paid by the **Hirer** to the **Owner** for the hire of the facilities above will be waived
6. **Use of the Playing Field**
  - a) The **Hirer** shall be held responsible for any damage to the playing field caused during the hire event that prevents other activities taking place on the playing field within four weeks of the hire date
  - b) Use of the playing field for events by any organisation other than those parties to this agreement is not allowed without the permission of the **Owner**.
  - c) The **Hirer** shall be responsible for clearing the site of all waste at the end of each of the Hire Dates. In the event of the site not being cleared, the **Owner** reserves the right to instruct a firm of waste disposal operators and charge all costs connected with the collection and removal of waste to the **Hirer**.

## 7. Use of Pavilion

- a) The Pavilion is to be kept in a clean and tidy state at all times. In the event of the interior of the Pavilion not being maintained in a condition satisfactory to the **Owner**, the **Owner** reserves the right to instruct a firm of professional cleaners and charge all costs connected with the cleaning of the interior to the **Hirer**.
- b) The **Hirer** shall be held responsible for any damage to the interior or exterior of the Pavilion or to any of its fittings in the course of using the facilities under this hire agreement and shall meet all necessary repair costs of the damage involved.
- c) The cost of electricity supply to the Pavilion will be the responsibility of the **Owner**
- d) The **Owner** will not be responsible for any loss of valuables or any other items lost under this hiring agreement.
- e) Other than members of the MCCBS the **Hirer** shall not allow any party or individuals to use the Pavilion without the written approval of the **Owner**.

## 8. Reporting of faults and damage

- a) It shall be the responsibility of the **Hirer** to immediately inform the **Owner** of any faults to the fittings and equipment in the Pavilion or any damage to the fabric of the Pavilion or of any matter that may give rise to accident or danger to persons using the facilities.
- b) It shall be the responsibility of the **Hirer** to immediately inform the **Owner** of any faults or damage (other than normal wear and tear) to the playing fields or of any matter that may give rise to accident or danger to persons using the facilities.

## 9. Responsibilities of the Owner

- a) The **Owner** shall respond to any reported faults and effect repairs as are considered necessary by the **Owner** as soon as possible. In the event of any potential danger to health or security of persons using the facility prior to the repairs being completed, the **Owner** reserves the right to close the appropriate facility until such time as those repairs have taken place.
- b) In the event of the playing field and pavilion not being available to the **Hirer** during the hiring period due to events beyond the control of the **Owner** and **Hirer**, the **Owner** will not be liable for any loss by the **Hirer**

## 10. Insurance

- a) The **Hirer** shall effect public liability insurance cover to the sum of £2,000,000 (Two Million Pounds) and shall provide the **Owner** with documentary evidence of such cover for the full period of hire prior to the first hire event.
- b) The **Owner** will not be responsible for any accident or injury that may occur to any person using the hired facilities for whatever reason and the **Hirer** shall effect suitable insurance cover in this respect.

**11. General Conditions**

- a) The conditions listed above can only be varied following written application by the **Hirer** and the written acceptance by the **Owner** to any suggested variance. Such variances may involve a change in the hiring fee.
- b) Regardless of any conditions stated in this agreement, the **Owner** reserves the right to take any action considered necessary to safeguard the security and welfare of any persons using the Field including the closing of the Main Gates at any time with no prior notice to any other party to prevent unauthorised access by any individual or party of individuals.

Signed: \_\_\_\_\_  
Position Chairman - Melton Cancer Car Boot Sales Date:

Signed: \_\_\_\_\_  
Position Secretary - Melton Cancer Car Boot Sales Date:

Signed: \_\_\_\_\_  
Position Clerk to Melton Parish Council Date: