



MELTON PARISH COUNCIL

REC(22)18.03

WTYFC Hire Agreement

Because the Pavilion is being rebuilt and we have opted to tax the building, this has ramifications for the hire agreement in place with Woodbridge Town Youth Football Club. The hire agreement contains a break clause which enables us to give notice on the existing hire agreement.

“12. Break Clause This Agreement may be determined by either the Owner or the Hirer by giving notice to the other party in writing after the end of an annual letting period and prior to the commencement of the next letting period. Termination to take effect not less than three months after notice has been given.”

The Committee needs to consider what access to the Pavilion the club will be granted once it is rebuilt and what charge should be made. The club currently pays £120 a month. They have been charged the same amount since 2012.

Suggested options to consider include:

- Allow full access to the Pavilion and storage area during the hire period – would be subject to VAT
- Allow access only to the Pavilion storage area and public toilet during the hire period – would be subject to VAT
- Allow access only to the public toilet and green storage shed during the hire period – would not be subject to VAT

If full access was not granted but the club wished to offer refreshments/use the full facilities for events, it could be hired on a separate basis and would be subject to VAT.

The hire agreement contains the following clause about the use of the Pavilion:

Use of New Pavilion

The existing Pavilion is due to be demolished in the summer of 2021 and rebuilt in 2021/22.

- a) The Pavilion, subject to availability and if used, is to be kept in a clean and tidy state at all times, including the condition of all floors and toilets. 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) A dedicated storage area will be provided for the **Hirer** for the duration of the Agreement.
- c) 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.
- d) The cost of the water and electricity supply to the Pavilion will be the responsibility of the **Owner**.
- e) The **Hirer** accepts that there are no shower, bathing facilities or hot water washing facilities in the Pavilion
- f) The **Owner** will not be responsible for any loss of valuables or any other items lost under this hiring agreement.
- g) Other than members of WTYFC, match officials and any visiting teams of players, the Hirer shall not allow any party or individuals to use the Pavilion.

- h) In the event that the Pavilion is not available due to refurbishment or rebuilding, then temporary storage facilities will be made available. Other facilities will not be available.

Members are asked to:

- Agree to invoke the break clause in the hire agreement and issue a new hire agreement
- Agree what Pavilion access and usage will be granted under a new hire agreement
- Agree the charge to be levied

A handwritten signature in black ink, appearing to be 'Pip Alder', written in a cursive style.

Pip Alder
Clerk and Executive Officer, Melton Parish Council
March 2022