



# MELTON PARISH COUNCIL

## HIRE AGREEMENT

### Erection of Heras Fencing and Scaffolding on Melton Parish Council Land

1. **The Owner** of the land at Orchard Close is Melton Parish Council (MPC) and the land boundary is shown in Appendix A.
2. **The Hirer** is Ben Ellis of 24 Orchard Close who wishes to erect scaffolding and Heras Fencing on land owned by Melton Parish Council adjacent to his property. This agreement is only entered into with Ben Ellis and is not transferable to any other party.
3. **Dates**

The scaffolding and fencing can remain in place for 8 (eight) months only.
4. **Facilities to be used**
  - a) Temporary erection of scaffolding and fencing on MPC's land.
5. **The Hiring Fee**

The Fee to be paid by the **Hirer** to the **Owner** for the hire of the facilities above will be One Pound (£1.00).
6. **Use of the land**
  - a) The **Hirer** shall be held responsible for any damage to the land and will reinstate the land to the original state at the end of the hire agreement.
  - b) The use of the land for any other purpose other than those parties to this hiring 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 period. In the event of the site not being cleared to the **Owner's** satisfaction, the **Owner** reserves the right to instruct a firm of waste disposal operators and charge all costs associated with the collection and removal of waste to the **Hirer**.
  - d) The **Hirer** must not carry out any excavations on MPC's land. Drainage maps are provided in Appendix B
7. **Responsibilities of the Hirer**
  - a) The **Hirer** shall effect public liability insurance cover to the sum of £1,000,000 (One Million Pounds) and shall provide the **Owner** with documentary evidence of such cover for the full period of hire.
  - 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.
  - c) The **Hirer** must provide clear safety signage around the site and information panels for residents explaining the work that is being undertaken and that the fencing off the land is a temporary measure.

**8. General Conditions**

- a) The terms listed above can only be varied following written application by the **Hirer** and the written acceptance by the **Owner** to any suggested variance.
- 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.
- c) The **Hirer** shall fully indemnify the **Owner** against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the **Owner** as a result of any claim, accident or incident arising from this Agreement, subject to the **Owner** taking all reasonable steps to mitigate its loss.

Signed: \_\_\_\_\_

Name of Hirer

Ben Ellis

Date:



Signed:

Position

Clerk to Melton Parish Council

Date:

## Appendix A

Image showing land owned by Melton Parish Council – boundary marked in red.



## Appendix B – Drainage Maps



Map Centre: 627145.250420

WATER ASSET LEGEND			
Potable Water		Fitting	
Raw Water		Hydrant	
Decommissioned Water			

**GEODESYS**  
LAND & PROPERTY INFORMATION  
PO BOX 485, Huntingdon, PE29 6YB  
DX123730 Huntingdon 6

Title: B1018000-1


Scale: 1:1250

Date: 24/10/13



Map Centre: 627145,250420

SEWER ASSET LEGEND	
Foul Sewer	— — — — —
Surface Sewer	— — — — —
Combined Sewer	— — — — —
Final Effluent	— — — — —
Rising Main (Colour denotes effluent type)	— — — — —
Private Sewer (Colour denotes effluent type)	— — — — —
Decommissioned Sewer (Colour denotes effluent type)	— — — — —
Outfall (Colour denotes effluent type)	
Inlet (Colour denotes effluent type)	
Manhole (Colour denotes effluent type)	
Sewage Treatment Works	
Pumping Station	



**GEODESYS**  
LAND & PROPERTY INFORMATION

**PO BOX 485, Huntingdon, PE29 6YB**  
**DX123730 Huntingdon 6**

Title: B1018000-1

Scale: 1:1250

Date: 24/10/13