



# MELTON PARISH COUNCIL

This Agreement is made up of the following:

- (a) the Booking Form; and
- (b) the Conditions.

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in the Booking Form shall take precedence.

This Agreement shall take effect from the date at the end of it.

## The Conditions

### 1. Definitions

<b>Car Park</b>	The car park by the entrance to the Recreation Ground that the Premises is located at.
<b>Charges</b>	The fees paid by the Hirer to Melton Parish Council in return for the Hire as set out at <a href="http://www.melton-suffolk-pc.gov.uk/pavilion">www.melton-suffolk-pc.gov.uk/pavilion</a> .
<b>Council</b>	Melton Parish Council.
<b>EIR</b>	The Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
<b>FOIA</b>	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
<b>Force Majeure Event</b>	any circumstance not within a party's reasonable control including, without limitation: <ul style="list-style-type: none"><li>(a) acts of God, flood, drought, earthquake or other natural disaster;</li><li>(b) epidemic or pandemic;</li><li>(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;</li><li>(d) nuclear, chemical or biological contamination or sonic boom;</li><li>(e) any law or action taken by a government or public authority, including without limitation imposing</li></ul>

	<p>an export or import restriction, quota or prohibition;</p> <p>(f) collapse of buildings, fire, explosion or accident; and</p> <p>(g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Hirer's workforce or the workforce of any subcontractor of the Council).</p>
<b>Hire</b>	The licence for the Hirer to use the Premises as set out in this Agreement.
<b>Mandatory Policies</b>	Health and Safety Policy
<b>Premises</b>	The Pavilion building at the Recreation Ground at Melton Recreation Ground, Melton Road, Melton, Suffolk, IP12 1PF.

## 2. Interpretation

In this Agreement:

- 2.1 the clause headings are for reference only and do not affect its construction;
- 2.2 the word liability includes all costs, claims, expenses and loss incurred or suffered by the relevant party;
- 2.3 the words **include**, **includes** and **including** are deemed to be followed by the words 'without limitation';
- 2.4 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.5 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.6 defined terms may be defined in the Booking Form or Definitions; and
- 2.7 references to the end of the Hire are to its expiry or sooner determination.

## 3. Licence

- 3.1 In consideration of the Charges and of the Hirer's obligations in this Agreement, The Council grants the Hirer a non-exclusive licence to use the Premises and Car Park for the Hire Purpose within the hours of the Hire Time and on the Date of Hire.
- 3.2 The Hirer acknowledges that this Agreement does not confer a right of exclusive possession in respect of any part of the Premises. Nothing in this Agreement is intended to create a tenancy and at the end of the Hire Time the Hirer has no right to remain at or trade from the Premises.
- 3.3 This Agreement shall not create a relationship of landlord and tenant between the parties.
- 3.4 This agreement takes effect from when the booking is accepted and confirmed by email.

#### **4. Hirer's Responsibilities**

For the purposes of this Agreement, the term Hirer shall mean an individual hirer or, where the Hirer is an organisation or group, that organisation's authorised representative and refers to the Hirer named in the Booking Form. The Hirer shall be 18 years of age or older.

#### **5. Supervision**

During the Hire the Hirer shall be responsible for supervision of the premises, the building and the contents; their care, safety from damage however slight, and the behaviour of all persons using the premises whatever their capacity: including proper supervision of car parking and young persons under 18 years.

#### **6. Use of the Premises**

- 6.1 The Hirer shall not use the Premises for any purpose other than the Hire Purpose defined in the booking form. Bookings will be taken at the sole and absolute discretion of the Council.
- 6.2 Standard operating hours of the Premises are 8.00 to 22:00 and no Hire shall be permitted to occur outside of these hours.
- 6.3 The Premises' capacity of 45 persons must not be exceeded
- 6.4 The Hirer is prohibited from underletting and/or subletting, assigning and/or transferring any rights granted to it by the Agreement.
- 6.5 The Hirer is prohibited from allowing the Premises to be used for any unlawful purpose, or in any unlawful way or doing anything or bringing onto the Premises anything which may cause damage to the same or render invalid any insurance policies.
- 6.6 The Hirer shall be responsible for obtaining any licences, other than a music licence, that are needed and for the observance of the same.
- 6.7 The Premises shall not be used for any form of adult entertainment of a sexual nature.
- 6.8 The Premises shall not be used for evening celebration events such as teenage/21<sup>st</sup> birthday parties or wedding/engagement celebrations.
- 6.9 No smoking, vaping or use of electronic cigarettes is allowed anywhere in the Premises or immediate vicinity.
- 6.10 Doors and windows must be managed during events to ensure that noise likely to cause nuisance does not escape from the building.
- 6.11 The Hirer must ensure that both shutters are fully raised before commencing activities and that the shutters are closed at the end of the Hire.
- 6.12 The Hirer shall ensure that users leave quietly and have consideration for local residents.

- 6.13 Hirers must not make alternations to the Premises or remove from the Premises any furniture, equipment or other property of the Council and to use all furniture, equipment and other property of the Council only for its intended use and in accordance with generally recognised safe practices.
- 6.14 The Council must be notified of any damage within 24 hours of it occurring.
- 6.15 During the course of the Hire and for any other time for which the Hirer remains on the Premises the Hirer shall comply with the Council's Mandatory Policies.

## **7. Catering and Alcohol**

- 7.1 There is a small kitchen with a fridge, oven and hob. The Council does not provide catering services, so the Hirer must make their own catering arrangements if required.
- 7.2 The sale of alcohol in any form is not permitted unless a Temporary Event Notice has been obtained from East Suffolk Council. Alcohol is permitted for private events where not sold.

## **8. Music**

The Premises has a PPL PRS Music License which allows music to be played in the Premises.

## **9. Limitation of Liability**

- 9.1 Nothing in this agreement shall limit or exclude the Council's liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 9.1.2 fraud or fraudulent misrepresentation; or
  - 9.1.3 any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.
- 9.2 Subject to clause 9.1, the Council shall not be liable to the Hirer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- 9.2.1 loss of profits;
  - 9.2.2 loss of agreements or contracts;
  - 9.2.3 loss of anticipated savings;
  - 9.2.4 loss of use or corruption of software, data or information;
  - 9.2.5 loss of damage to goodwill; and/or
  - 9.2.6 any indirect or consequential loss.

9.3 Subject to clause 9.1 and clause 9.2, the Council's total liability to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to 100% of the Hire Fee paid or payable by the Hirer under this agreement.

9.4 This clause 10 shall survive termination of this agreement.

9.5 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Hirer by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by Law.

## **10. Indemnity**

10.1 The Hirer shall reimburse the Council for the cost of any repair or damage done to any part of the Premises including the curtilage thereof or the contents of the buildings which may occur during the Hire because of the Hire.

10.2 The Hirer shall reimburse the Council for any losses caused, directly or indirectly, by the Hire including third party claims.

## **11. Freedom of Information**

11.1 The Hirer acknowledges that the Council is subject to the requirements of the FOIA and the EIRs.

11.2 The Hirer shall:

11.2.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;

11.2.2 transfer to the Council all Requests for Information (as defined in the FOIA) relating to this Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;

11.2.3 provide the Council with a copy of all information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Business Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and

11.2.4 not respond directly to a Request For Information unless authorised in writing to do so by the Council.

11.3 Notwithstanding any other term of this Agreement, the Hirer consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

11.4 The Council shall, prior to publication, consult with the Hirer on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute

discretion. The Hirer shall assist and co-operate with the Council to enable the Council to publish this Contract.

## **12. Assignment and Dealing**

The Council may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such dealing to the Hirer.

## **13. Insurance**

If the Hirer is a regular/commercial Hirer will take out, and provide proof of, a policy of insurance with a reputable insurer against all liabilities in respect of any damage or injury or loss which may be suffered during any Hire Period (other than through the negligence of the Council) including, but not by the way of limitation, public liability insurance cover in a sum of not less than £5million. Acceptable proof of insurance to be provided prior to or with the signed booking form if requested by the Council.

(The Premises are insured by the Council against any claims arising out of its own negligence)

## **14. Children Act–Safeguarding Children and Vulnerable Adults**

14.1 The Hirer will take relevant safeguarding precautions in respect of any children, young people or vulnerable adults attending the sessions at the Premises. The Hirer shall ensure that any activities for children comply with relevant legislation and that only fit and proper persons have access to the children. Except for private parties, where events are organised for children, the Hirer shall have a valid certificate from the Disclosure and Barring Service and the Hirer shall take full responsibility for any other persons engaged to look after children.

14.2 There shall be a minimum of three competent persons over 18 years of age to supervise all children's events. Children are not allowed in the Premises unaccompanied.

14.3 Where the event is predominantly for children under the age of 16 years there shall be additional adult supervision. The NSPCC recommends:

Aged 0 - 2 years: 1 adult to 3 children

Aged 2 - 3 years: 1 adult to 4 children

Aged 4 - 8 years: 1 adult to 6 children

Aged 9 - 12 years: 1 adult to 8 children

Aged 13 - 18 years: 1 adult to 10 children.

## **15. Health and Hygiene**

15.1 The Hirers shall, if preparing, serving or selling food, ensure all relevant food health and hygiene legislation and regulations are adhered to.

15.2 The Hirer shall familiarise themselves with the location of the first aid kit.

## **16. Fire Safety**

16.1 The Regulatory Reform (Fire Safety) Order 2005 (RRO) covers the relevant responsibilities for Fire Safety of the Premises. Under this Agreement, the Hirers shall bear the responsibility for fire safety for the duration of the Hire.

16.2 The Hirer must:

16.2.1 Be familiar with the layout of the building and escape routes as indicated by the green 'running man' signs and ensure that these routes are kept free from obstruction.

16.2.2 Be familiar with the contents of the Fire Action Notices located at various points throughout the building, which inform you what to do in the event of a fire.

16.2.3 Ensure that any electrical equipment used in connection with the Hire, such as sound systems, has been suitably tested by a competent person and is safe.

16.2.4 Not use unauthorised heating appliances or highly flammable substances.

16.2.5 Ensure that exit signs and the emergency lighting supply illuminating exit signs and routes is turned on the whole time the event is in progress.

16.2.6 Ensure that the Fire Brigade is called to all fires no matter how small and that the Council is informed.

## **17. Cleaning**

17.1 At the end of the Hire the Hirer must ensure that the Premises is in a clean and tidy state with floors swept and tops in the kitchen area cleaned as necessary so that the Premises is in a good condition for the next user.

17.2 Anything the Hirer brought onto the Premises, including waste, must be removed from the Premises at the end of each Hire.

17.3 Unless other arrangements have been made, the Hirer must, on leaving the building, ensure that the heaters/air con and lights are turned off and that doors and shutters are securely locked failure to do so may result in additional charges being levied at the sole discretion of the Council.

17.4 All contents of the Premises must be left in the same state and position at the end of the Hire as it was before the start of the Hire.

## **18. Animals**

The Hirer shall ensure that no animals (including birds) except assistance animals are brought into the Premises.

## **19. Charges**

- 19.1 The cost of hiring the Premises can be found at [www.melton-suffolk-pc.gov.uk/pavilion](http://www.melton-suffolk-pc.gov.uk/pavilion).
- 19.2 To secure the Hire, the Hirer must pay the Charges in full and sign the Booking Form at the time the Hire is booked.

## **20. Cancellation**

- 20.1 The Council reserves the right to cancel a booking at any time without notice or reason, prior to or during the Hire. The Hirer shall be entitled upon such notice to reimbursement of the Charges.
- 20.2 The Hirer may cancel the Hire on not less than 7 days' notice (inclusive) and will be liable for a full refund of the Charges.
- 20.3 Should the Hirer wish to cancel on less than 7 days' notice (inclusive), it must give written notice to the Council. Upon such cancellation, the Hirer will not be due a refund of any of the Charges and will be liable for any Charges not paid for whatever reason.

## **21. Force Majeure**

Provided it has complied with the remaining provisions of this Agreement, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (the Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

## **22. Termination**

- 22.1 If the Hirer breaches any of these Conditions, the Council may terminate the Agreement with immediate effect and require the immediate vacation of the Premises and the Hirer will not be due a refund of any of the Charges.
- 22.2 The Council may give reasonable instructions to the Hirer with regard to its use of the Premises. If the Hirer fails to comply with such instructions, the Council may terminate the Agreement with immediate effect and require the immediate vacation of the Premises and the Hirer will not be due a refund of any of the Charges.

## **23. Overriding Statutory Powers**

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its function as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, bylaws, orders and regulations may be as full and effectually exercised in relation to the Premises as if it were not the owner of the Premises and this Agreement had not been entered into.



**24. Access to the Premises by the Council**

The Council has the right to enter the Premises during the Hire at any time for any reason.

**25. Governing Law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales.

**26. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).