***HIRE AGREEMENT***

***THE PAVILION, RECREATION GROUND, CHEVELEY***

Please note that the pavilion is not currently fully accessible for people with some disabilities or impairments. Cheveley Parish Council is aware of its obligations and responsibilities and is currently addressing the issues through a series of short term solutions and in considering the long term future of the building. Should you have any questions regarding accessibility please contact the clerk on 01638 780835 or at clerk@cheveley-pc.gov.uk before completing this hire agreement.

|  |  |
| --- | --- |
| **DATED:** |  |

**PARTIES**

(1) The Pavilion named in clause 2.2 acting by Cheveley Parish Council.

(2) The person or organisation named in clause 2.3.

**AGREED** as follows:

**1.** Throughout this Agreement:

• the Pavilion named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and

“we” and “us” mean and include the Recreation Ground and Pavilion charity trustees, 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 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 seek consent from Cheveley Parish Council

**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 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

**2.1 Date(s) required:**

|  |  |
| --- | --- |
| Day(s): |  |
|  |  |
| Date(s): |  |
|  |  |
| Times required: |  |

 (Please include the times required to set up and clear away)

**2.2 Pavilion**

|  |  |
| --- | --- |
| (a) Registered Charity No | **1082799 Cheveley Pavilion and Recreation Ground Charity** |
|  |  |
| (b) Authorised Representative | **Mrs Marilyn Strand** |
|  |  |
| Address | **Cheveley Parish Council****c/o 59 West Street, Isleham, Ely, Cambs. CB7 5SD** |
|  |  |
| Telephone No. | **01638 780835** |
|  |  |
| Email address | **clerk@cheveley-pc.gov.uk**  |

**2.3 Hirer:**

|  |  |
| --- | --- |
| (a) Name of hirer |  |
|  |  |
| (b) Organisation (if applicable) |  |
|  |  |
| (c) Name of Organisation’s Authorised Representative |  |
|  |  |
| Address |  |
|  |  |
| Telephone No. |  |
|  |  |
| Email address |  |

**2.4 Hire Fee**

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| --- |
| **Hire Charges (from 1 April 2019)** |
| Pavilion | £10 per hour |
| Mini soccer pitch (including pavilion and goal nets) | £30 per match |
| Full size 11v11 pitch (including pavilion and temporary goals) | £50 per match |
| Pavilion and recreation ground for community event | £50 (day rate) |
| Refundable damage waiver deposit (applicable for all bookings) | £50 |
| *(please note that the brick barbecues are not available for hire)* |

|  |  |
| --- | --- |
| Hire Fee  | **£** |
| Deposit | **£50** |

 You must pay the full cost of the booking at the time you sign this Agreement. If paying by cheque, the damage waiver deposit should be issued on a separate cheque. Cheques should be made payable to ‘Cheveley Pavilion and Recreation Ground Charity’

 We will refund the damage waiver deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring.

**2.5 Premises**

|  |  |
| --- | --- |
| Pavilion rooms |  |
|  |  |
| If part of pavilion please specify |  |
|  |  |
| Storage of equipment |  |

|  |  |
| --- | --- |
| **2.6** **Purpose/description of hiring:** |  |

**2.7** Will tickets be sold for your event? Yes / No

**2.8** Is food to be provided at the event? Yes / No

**2.9**  Is alcohol to be provided at the event? Yes / No

**2.10** Will there be exhibition of a film? Yes / No

**2.11** Will live music be performed or recorded music played? Yes / No

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

 Social area: 24

 Social area and changing rooms: 72

**4.** The pavilion has a licence:

 with the Performing Rights Society (PRS) for the performance of copyright music

**4.1** We are in possession of a Premises Licence. This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015.

(i) You are responsible for ensuring that screenings of film abide by age classification ratings.

(ii) 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 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 TEN to the licensing authority.

If you fail to comply with (i), (ii) or (iii) 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 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 Conditions of Hire (see below), 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 are 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 on behalf Cheveley Pavilion and Recreation Ground Charity. |  |
|  |  |
| Signed by the hirer or hirer’s representative. |  |

Updated 9 April 2019