HIRE AGREEMENT

This Hire Agreement is entered into between Newport Parish Council at Waterloo House, High Street, Newport, Essex CB11 3PG (**Newport PC**) and the Hirer as detailed below.

1. This Hire Agreement is made up of the following:

(a) The Booking Request (the online details given when booking your Event).

(b) The Rooms Hire Conditions.

(c) Any Other documents specified in the Booking Request .

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

By signing below you are confirming that the information above is correct and that you agree to be bound by this Hire Agreement, which as set out above, includes the Booking Request, the Rooms Hire Conditions and any Other documents listed.

Once Newport PC has received your Booking Request and, where requested, your Deposit, it will either confirm that this Hire Agreement has come into effect and provide a booking confirmation or will contact you and confirm that the Rooms is not available.

The date of the booking confirmation provided by Newport PC, which shall be noted above, shall be the date this Hire Agreement will come into effect.

BY CLICKING "ACCEPT" AND PLACING THIS BOOKING, I HEREBY CONFIRM THE INFORMATION PROVIDED IS CORRECT AND ACCEPT THE TERMS OF THIS HIRE AGREEMENT.

AGREED TERMS

1. INTERPRETATION

1.1 In this Hire Agreement, the following definitions apply:

Acceptable Use Policy: the policy provided, which is subject to change from time to time.

Business Customer: a Hirer that is using the Rooms for any business purposes.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Charges: the charges payable by the Hirer for the hire of the Rooms and the supply of the Services, as set out in the Booking Request.

Deposit: the deposit taken, if any, to secure the booking, as stated in the Booking Request.

Event: the event or function for which the Hirer is hiring the Rooms, as specified in the Booking Request.

Hire Agreement: the agreement between the Hirer and Newport PC for the hire of the Rooms in accordance with the Booking Request, and these Rooms Hire Conditions and any Schedules or documents referred to therein.

Hire Period: the period of time agreed for the hire of the Rooms as described in the Booking Request, to include any period of time to set up and clear the Rooms.

Rooms: the MUGA or Pavilion at the Newport Recreation Ground, to be hired by the Hirer, as specified in the Booking Request.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.

1.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** includes email.

2. CONFIRMATION OF HIRE

2.1 This Hire Agreement shall come into effect upon confirmation that the Booking Request has been accepted by Newport PC. Until that time, bookings for hire will be treated as provisional.

3. LICENCE AND USE OF ROOMS

3.1 Subject to clause 6, Newport PC grants the Hirer a right for the Hire Period to enter and use the Rooms for the Event in accordance with the terms of this Hire Agreement. The Hirer acknowledges that:

3.1.1 the Hirer shall have the right to enter and use the Rooms as a licensee only and no relationship of a landlord and tenant is created between Newport PC and Hirer by this Agreement;

3.1.2 the Hirer shall have no rights to allow any other party to use the Rooms outside of this Hire Agreement; and

3.1.3 Newport PC retains control, possession and management of the Rooms and the Hirer has no right to exclude Newport PC from the Rooms. Newport PC reserves the right to enter the Rooms at all times during the Hire Period.

3.2 The Hirer agrees and undertakes:

3.2.1 not to use the Rooms other than for the Event;

3.2.2 not to do or permit to be done anything at the Rooms which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Newport PC or to any other Hirers of Newport PC, or any owner or occupier of neighbouring property;

3.2.3 to comply (and ensure that its staff and agents comply) with the terms of this Hire Agreement and any written instructions or notices from Newport PC, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;

3.2.4 not to cause or permit to be caused any damage to the Rooms, including any furnishings, equipment or fixtures at the Rooms;

3.2.5 not to smoke or permit smoking (including e-cigarettes) anywhere in the Rooms;

3.2.6 not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Rooms including to the MUGA fences or gates;

3.2.7 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Rooms without the prior written consent of Newport PC;

3.2.8 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Rooms, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of Newport PC;

3.2.9 that any electrical equipment used shall be PAT tested and it must be protected at source by a residual current device of 30mA sensitivity confirming with British Standard 4293;

3.2.10 to leave the Rooms in a clean and tidy condition and to remove the Hirer's decorations, displays and any other Hirer equipment from the Rooms at the end of the Hire Period and ensure all rubbish is removed from the Rooms;

3.2.11 to ensure that all guests leave the Rooms by the end of the Hire Period;

3.2.12 not to bring or permit to be brought any animal into the Rooms without the prior written consent of Newport PC, with the exception of assistance dogs within the meaning of the Equality Act 2010;

3.2.13 not to apply for a Temporary Events Notice without the prior written consent of Newport PC;

3.2.14 where the Rooms are to be used for an Event for children or other vulnerable people, the Hirer shall ensure that all appropriate child protection policies and safeguarding requirements are adhered to and procedures are in place and any personnel of the Hirer have appropriate DBS checks to ensure the safety of its guests;

3.2.15 it is responsible for ensuring it has taken out appropriate insurances for the use of the Rooms. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the Event. For the avoidance of doubt, Newport PC's public liability insurance does not cover the use of bouncy castle and other similar equipment or any equipment brought onto the Newport Recreation Ground;

3.2.16 it is responsible for obtaining any permissions or licences to the serving of food. Where food or drink is to be supplied at the Rooms, the Hirer must ensure that the hirer or caterer holds at least a basic food hygiene certificate. Newport PC reserves the right to require that the Hirer to provide a copy of such certificate to it. For the avoidance of doubt, Newport PC does not hold any food hygiene certificate;

3.2.17 it is responsible for ensuring that the Hirer has all appropriate and/or necessary licences for its use of the Rooms. For the avoidance of doubt, Newport PC does not hold any licences for the performance of live music, pre-recorded music or allowing the sale and distribution of alcohol;

3.2.18 not to leave any items, including any equipment or rubbish, at the Rooms. For the avoidance of doubt no storage facilities are provided under this Hire Agreement.

3.3 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Event, including complying with the Acceptable Use Policy at Schedule 1, and Newport PC reserves the right to remove or request that the Hirer remove guests that do not do so from the Event and the Rooms.

3.4 Car parking facilities are available for guests during the Hire Period, however, the parking is not for the exclusive use of the Rooms, unless confirmed otherwise in writing and therefore parking cannot be guaranteed. Please note the Hirer should ensure they and their guests do not restrict access to the Rooms in any way.

3.5 The Hirer is responsible for observing all health and safety standards associated with its use of the Rooms. With regard to the Pavillion, the Hirer shall ensure it is familiar with the fire alarm points and fire evacuation procedures together with the location of the first aid kit. In addition the Hirer shall ensure clear and unobstructed access and regress is maintained to all emergency exits on the premises.

3.6 The Hirer agrees and undertakes to be responsible for any damage at the Rooms, to any equipment, fixtures and fittings or the Rooms itself.

4. CHARGES AND PAYMENT

4.1 The Hirer shall pay the Charges in accordance with this clause 4.

4.2 Newport PC may require the payment of a Deposit to secure the date of use of the Rooms. Any such Deposit is paid on non-refundable basis as such Deposit represents an estimate of the costs Newport PC anticipates incurring securing the Rooms date and recognises that in securing a date, Newport PC will show the date as unavailable for other potential customers.

4.3 Newport PC shall issue an invoice for the Charges (less any Deposit taken), which shall be payable by the Hirer in accordance with the terms of that invoice.

4.4 Newport PC may issue an additional invoice after the Event for any further Charges due which were not included in the invoice issued pursuant to clause 4.3. Such Charges may include Charges for costs or services provided by Newport PC outside of those anticipated and set out in the Booking Request. Charges invoiced pursuant to this clause 4.4 shall be payable by the Hirer within 7 days of receipt.

4.5 All amounts payable by the Hirer exclude amounts in respect of value added tax (**VAT**), which the Hirer shall additionally be liable to pay to Newport PC at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

4.6 If the Hirer fails to make any payment due to Newport PC under this Hire Agreement by the due date for payment, then, without limiting Newport PC's remedies under this Hire Agreement, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

4.7 All amounts due under this Hire Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. LIABILITY

5.1 The restrictions on liability in this clause 5 apply to every liability arising in connection with this Hire Agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

5.2 Nothing in this Hire Agreement limits any liability which cannot legally be limited, including liability for:

5.2.1 death or personal injury caused by negligence; and

5.2.2 fraud or fraudulent misrepresentation.

5.3 Subject to clause 5.2, Newport PC shall not be liable for:

5.3.1 the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Rooms; or

5.3.2 damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Rooms, except to the extent that such damage or theft arises from the negligence of Newport PC.

5.4 Where the Hirer is a Business Hirer, clause 5.4 applies:

5.4.1 Subject to clause 5.2 and clause 5.3, Newport PC's total liability to the Hirer shall not exceed [FIGURE].

5.4.2 Subject to clause 5.2 and clause 5.3, clause 5.4.2 specifies the types of losses that are excluded which are as follows:

5.4.2.1 loss of profits

5.4.2.2 loss of sales or business;

5.4.2.3 loss of agreements or contracts;

5.4.2.4 loss of anticipated savings;

5.4.2.5 loss of use or corruption of software, data or information;

5.4.2.6 loss of or damage to goodwill; and

5.4.2.7 indirect or consequential loss.

5.4.3 Unless the Hirer notifies Newport PC that it intends to make a claim in connection with this Hire Agreement within the notice period, Newport PC shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

6. CANCELLATION

6.1 Newport PC may cancel this Hire Agreement with immediate effect by giving the Hirer or Hirer's authorised representative notice in writing if:

6.1.1 the Rooms, due to any unforeseen circumstances, are damaged, vandalised or otherwise become unusable, in Newport PC’s absolute discretion;

6.1.2 the Hirer fails to pay any amount due under this Hire Agreement on the due date for payment;

6.1.3 the Hirer commits a material breach of any term of this Hire Agreement;

6.1.4 the Hirer takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering

a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 6.1.4;

6.1.5 where the Hirer is a Business Hirer, the Hirer suspends or ceases, or threatens to suspend or cease, carrying on business;

6.1.6 where the Hirer is a Business Hirer, the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Hire Agreement is in jeopardy;

6.1.7 the Hirer is unable to perform its obligations in connection with this Hire Agreement pursuant to clause 8.1.

6.2 The Hirer may cancel this Hire Agreement by notice in writing to Newport PC.

6.3 If this Hire Agreement is cancelled under this clause, Newport PC will use reasonable endeavours to re-book the Rooms but reserves the right to charge a cancellation fee. Any sums already received by Newport PC (including any Deposit) under this Hire Agreement will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	**Cancellation fee**
Less than one month before the date of the event.	100% of the Charges

6.4 On completion or cancellation of this Hire Agreement for whatever reason:

6.4.1 any provision of this Hire Agreement that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

6.4.2 completion or cancellation of this Hire Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of this Hire Agreement which existed at or before the date of completion or cancellation.

7. DATA PROTECTION

Newport PC only anticipate processing minimal personal data in respect of this Hire Agreement. A copy of Newport PC's privacy statement can be found [Privacy Statement – Newport Parish Council (newportessex-pc.gov.uk)].

8. GENERAL

8.1 **Force majeure.** Neither party shall be in breach of this Hire Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance shall be extended accordingly. If the period of delay or non-performance continues for [4] [weeks], the party not affected may terminate this Agreement by giving [7 days'] written notice to the affected party.

8.2 **Assignment and other dealings**

8.2.1 The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Hire Agreement without Newport PC's prior written consent.

8.2.2 Newport PC may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Hire Agreement.

8.3 **Entire agreement**

8.3.1 This Hire Agreement constitutes the entire agreement between the parties.

8.3.2 Each party acknowledges that in entering into this Hire Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Hire Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Hire Agreement.

8.4 **Variation.** No variation of this Hire Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.5 **Waiver**

8.5.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

8.5.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the future exercise of that or any other right or remedy.

8.6 **Severance.** If any provision or part-provision of this Hire Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 8.6 shall not affect the validity and enforceability of the rest of this Hire Agreement.

8.7 **Notices**

8.7.1 Any notice given to a party under or in connection with this Hire Agreement shall be in writing and shall be:

8.7.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

8.7.1.2 sent by email to the email addresses provided in the Booking Request, which for Newport PC can be seen at the top of the same.

8.7.2 Any notice shall be deemed to have been received:

8.7.2.1 if delivered by hand, at the time the notice is left at the proper address;

8.7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

8.7.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

8.7.3 This clause 8.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.8 **Third party rights.** This Hire Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

8.9 **Governing law.** This Hire Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England.

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

SCHEDULE 1 – Acceptable Use Policy

This Acceptable Use Policy applies to all guests attending the Rooms at the Newport Recreation Grounds.

All guests agree that:

1. no smoking or vaping is permitted;
2. no dogs or pets are permitted, with the exception of assistance dogs within the meaning of the Equality Act 2010;
3. they shall not to do or permit to be done anything at the Rooms which is illegal;
4. they shall not to do anything which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to any owner or occupier of neighbouring property or other users of the Newport Recreation Grounds.
5. In the MUGA:

5.1 the wearing of studded, spiked or “bladed” footwear is not permitted within the MUGA. The only permitted footwear is flat or dimpled soles;

5.2 no food or drink is to be taken into the MUGA;

5.3 all children must be supervised at all times.