

# **HACCOMBE WITH COMBE PARISH COUNCIL**

## **HIRE AGREEMENT**

This hiring agreement, ('the Agreement') is between the Hearn Field Committee, ('the Committee'), acting on behalf of Haccombe-with-Combe Parish Council, and 'the Hirer' as detailed in the Booking Form attached to this Agreement.

It is agreed as follows:

### **FACILITIES AND PRICE**

Subject to the terms and conditions of this Agreement, the Hirer shall hire the Hearn Field facilities, ('The Facilities'), detailed in the Booking Form, and for the period, ('The Hire Period'), and at the Fee and deposit detailed in the Booking Form.

### **DEPOSIT**

A deposit in the amount set out on the Booking Form shall be paid by the Hirer to Haccombe with Combe Parish Council upon confirmation of the Booking. The deposit is non refundable.

### **SURETY DEPOSIT**

A surety deposit may be charged and is used as a guarantee against damage to the property, breakages and the breach of any conditions. The deposit will be refunded in full to the Hirer after the Hire Period, subject to any deductions for damage to the Facilities by the Hirer or any other additional costs incurred by the Committee arising from the Hirer's actions, for example, additional cleaning costs.

### **FEE**

- a) The Fee for the hire less any deposit already paid as set out on the Booking Form shall be paid in full to Haccombe with Combe Parish Council by the Hirer one calendar month before the Hire Period. If the Hire Period is less than one month from the date of booking, then the Fee shall be paid in full on confirmation of the Booking.
- b) If the Hire Period is for multiple hires across an extended time, (for example a cricket season or soccer season), then suitable payment dates and amounts, (which shall be in advance), will be agreed between the parties and detailed on the Booking Form.

### **LICENSABLE ACTIVITIES**

Any activities requiring a licence that is the sale of alcohol and performance must be agreed in advance with Haccombe with Combe Parish Council. It is the responsibility of the Hirer to obtain all necessary licenses and comply with the all of the requirements of those licences.

### **ACCESS AND PARKING**

All vehicles shall be parked in the designated parking areas and not on the field. Any special requirements, (including but not limited to disabled access or equipment delivery), shall be agreed at the time of booking and recorded on the Booking Form.

All gates and buildings shall be securely closed and locked after use, and all keys returned to the designated member of the Committee. Failure to return them within 24 hours of the end of hire period will incur a £100 penalty charge.

#### SAFETY AND INSURANCE

Hirers and athletes are responsible for their own belongings on the field and premises. All belongings are left at the owners' risk.

All clubs and organisations using the Facilities are required to have Third Party and Public Liability insurance cover. Copies of the relevant Certificates of Insurance must be provided to the Committee no later than the time of payment in full of the fee. The Committee reserves the right to request similar insurance cover from all Hirers.

The Hirer will indemnify Hacombe with Combe Parish Council against any loss, damage, claim or expense howsoever arising, caused, or occasioned during the Hirer's use of the Premises.

Hirers may be requested to complete a satisfactory risk assessment and provide a fully-stocked first aid kit.

Hacombe with Combe Parish Council is under no liability in respect of personal injury or accident, which must be incurred by those using the facility.

#### PUBLIC ORDER

It is the responsibility of the Hirer to ensure that no public nuisance, (including unreasonable noise from music and noise from participants leaving the Hearn Field), arises from the activities taking place during the Hiring Period.

#### CLEANING/LITTER

All litter and waste must be collected and disposed of by the Hirer in accordance with Teignbridge's waste collection policy. The Pavilion must be reasonably cleaned so that it is returned to the same condition as prior to the hiring. Any additional cleaning costs incurred by the Committee as a result of the hiring will be charged to the Hirer. These costs will initially be deducted from any deposit, and in the event that the deposit is insufficient, then the additional costs will be separately invoiced to the Hirer.

#### DAMAGE

Any damage to the Facilities must be reported to the Committee. The cost of any damage, (excluding fair wear and tear), shall be the responsibility of the Hirer. These costs will initially be deducted from the deposit, and in the event that the deposit is insufficient, then the additional costs will be separately invoiced to the Hirer.

#### SUB-LETTING

Sub-letting of the Facilities by the Hirer is expressly prohibited without the written authorisation of the Committee.

## CANCELLATION

- a) If the Hirer cancels the booking 28 days or more before the commencement of the hire period, the Hirer will only forfeit the non-refundable booking deposit. If the Hirer cancels the booking less than 28 days before the commencement of the hire period, the Hirer will forfeit 50% of the total hire charge in addition to the non-refundable booking deposit. Any surety deposit will be refunded.
- b) If the Committee cancels the booking, then deposits will be returned to the Hirer, and if the cancellation is after payment of Fee, then the Fee will be returned to the Hirer. If cancellation of the booking by the Committee has arisen because of a failure by the Hirer to meet his/her obligations under this Agreement, then the Committee reserves the right to retain the deposit and the Fee. The Committee will not have any liability to the Hirer for any direct or indirect loss to the Hirer arising from a cancellation.
- c) If either party is unable to perform any obligation under the Agreement because of a matter beyond that party's reasonable control such as lightning, flood, fire, explosion, war, civil disorder, health and safety matters, or acts of local or central Government or other competent authorities, that party will have no liability to the other party for the failure to perform their part of this Agreement and may cancel the Agreement accordingly.

## BOOKING CONFIRMATION

Bookings will be confirmed by the Committee and the hirer must pay the deposit/s within 7 working days of the confirmation. Failure to pay the deposit/s and the full fee will result in the release of the booking and the facilities will be available to other hirers.

## THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## LAW

This Agreement is subject to English law and the exclusive jurisdiction of the English Courts.