

**ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS
BOOKING & HIRE AGREEMENT**

HIRE DETAILS

Date booking request made:	
Hirer:	
Brief description of event or function:	
Date of event:	
Hire Period:	From : _____ To: _____
Parish Rooms:	Parish Rooms, West End, Ashton Hayes, Cheshire CH3 8DG
Number of guests (guaranteed maximum):	
Parish Room Contact	Caretaker: Gillian Forgrave Tel: 07799 706007 Email: bookings@ashtonhayespc.co.uk
Deposit Required:	<i>(To be completed by the Parish Rooms Representative)</i>
Booking No:	<i>(To be completed by the Parish Rooms Representative)</i>

Please note cancellation charges may apply as detailed in the Parish Rooms Hire Conditions

1. This Contract is made up of the following:

- a) The Hire Details.
- b) The Parish Rooms Hire Conditions (A copy of which is attached and a copy can be found on the Parish Council Website).

This Contract has been entered into on the date stated at the beginning of it.

Signed for and on behalf of the hirer (A typed name will constitute a signature)

Date:

Signed on behalf of the Parish Rooms

Date:

**ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS
BOOKING & HIRE AGREEMENT**

THE PARISH ROOMS HIRE CONDITIONS

1. Interpretation

1.1 In this Contract, the following words and expressions shall have the followings:

"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Charges"	the charges payable by the Hirer for the hire of the Parish Rooms, as set out in the Hire Details.
"Contract"	the contract between the Hirer and the Parish Rooms Trustees for the hire of the Parish Rooms in accordance with the Hire Details and these Parish Rooms Hire Conditions.
"Deposit"	the deposit to secure the booking, as stated in the Hire Details.
"Event"	the event or function for which the Hirer is hiring the Parish Rooms, as specified in the Hire Details.
"Hire Period"	the period of time agreed for the hire of the Parish Rooms as described in the Hire Details, to include any period of time to set up and clear the Parish Rooms.
"Parish Rooms"	the property, or area or rooms within the property, known as the Parish Rooms, Ashton Hayes, Cheshire, CH3 8DG. This is a charity operated and administered by the Parish Rooms Trustees (registered office of the same address) ("the Parish Rooms Trustees") on behalf of Ashton Hayes & Horton-cum-Peel Parish Council.
"Parish Rooms Representatives"	The Parish Rooms Trustees and its authorised agents and representatives (including the Caretaker).

1.2 All references to the Parish Rooms include its authorised agents and representatives.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

**ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS
BOOKING & HIRE AGREEMENT**

- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to **writing** or **written** includes email.

2. Confirmation of hire

- 2.1 Parish Rooms bookings shall be held provisionally for 3 calendar days following initial inquiry, or if such time is not available before the date of the Event, for a maximum of 24 hours. After this time, the Parish Rooms reserves the right to release the provisional booking without notice to the Hirer.
- 2.2 This Contract shall come into effect on the date of the Contract, or the date that the Deposit has been paid to the Parish Rooms in cleared funds by the Hirer, if later. Until that time, bookings for hire will be treated as provisional.

3. Use and the Hirer's Obligations

- 3.1 Subject to the insurance provisions set out in clause 6, the Parish Rooms grants the Hirer a right for the Hire Period to enter and use the Parish Rooms for the Event in accordance with the terms of this Contract. The Hirer acknowledges that:
- 3.1.1 the Hirer shall have the right to enter and use the Parish Rooms as a licensee only and no relationship of a landlord and tenant is created between the Parish Rooms and Hirer by this agreement; and
- 3.1.2 the Parish Rooms retains control, possession and management of the Parish Rooms and the Hirer has no right to exclude the Parish Rooms Representatives from the Parish Rooms. The Parish Rooms Representatives reserve the right to enter the Parish Rooms at all times during the Hire Period.
- 3.2 The Hirer agrees and undertakes:
- 3.2.1 not to use the Parish Rooms other than for the Event;
- 3.2.2 to pay the Charges in accordance with clause 4;
- 3.2.3 not to do or permit to be done anything on or to the Parish Rooms which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Parish Rooms or any owner or occupier of neighbouring property;
- 3.2.4 to ensure that all guests leave the Parish Rooms within 30 minutes of the function finishing, and no later than 11:00pm, in a quiet and orderly fashion so as not to cause a disturbance or nuisance to the neighbouring properties or their occupiers;
- 3.2.5 to comply (and ensure that its staff (if any), guests and those authorised by the Hirer comply) with the terms of this Contract and any instructions or notices from the Parish

ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS BOOKING & HIRE AGREEMENT

Rooms, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;

- 3.2.6 to permit the Parish Rooms Representative to search all containers, bags, boxes and equipment coming into or leaving the Parish Rooms, including those brought into the Parish Rooms by the Hirer or their guests;
- 3.2.7 not to cause or permit to be caused any damage to the Parish Rooms, including any furnishings, equipment or fixtures at the Parish Rooms, nor to remove any furniture, equipment or furnishings from the Parish Rooms;
- 3.2.8 not to smoke or permit smoking (including e-cigarettes) anywhere in or outside the Parish Rooms;
- 3.2.9 not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Parish Rooms;
- 3.2.10 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Parish Rooms without the prior written consent of the Parish Rooms;
- 3.2.11 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Parish Rooms, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Parish Rooms;
- 3.2.12 to use any equipment provided by the Parish Rooms, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by the Parish Rooms Trustees regarding its use;
- 3.2.13 to leave the Parish Rooms in a clean and tidy condition and to remove the Hirer's decorations, displays and any other Hirer equipment from the Parish Rooms at the end of the Hire Period;
- 3.2.14 ensure that the kitchen facilities are left in a clean and tidy condition, having wiped up any spillages and washed up and put away in the correct place all pots, pans, crockery and cutlery;
- 3.2.15 not to bring or permit to be brought any animal onto the Parish Rooms without the prior written consent of the Parish Rooms, with the exception of assistance dogs within the meaning of the Equality Act 2010;
- 3.2.16 to ensure all lights are switched off and all devices are disconnected from sockets on leaving the Parish Rooms;
- 3.2.17 to ensure that (if required and where spaces are available) there are a maximum of 2 cars parked in front of the Parish Rooms during the Hire Period and to ensure that cars are not left at the Parish Rooms overnight;

**ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS
BOOKING & HIRE AGREEMENT**

- 3.2.18 to ensure that the guests behave in a responsible and safe manner at the Event. The Parish Rooms reserves the right to remove or request that the Hirer remove guests that do not do so from the Event and the Parish Rooms;
- 3.2.19 To ensure that the “Emergency Exit” signs remain visible at all times;
- 3.2.20 prior to the start of an event, indicate the fire extinguishers (behind the door) and fire blankets (above the kitchen sink), fire exits (front door and rear door, which is by the toilets), evacuation route and evacuation meeting place to the persons attending the event, and to ensure that fire exits are kept clear at all times and are not blocked with items such as buggies, wheelchairs or mobile scooters. The Hirer or a representative of it, must have a charged mobile phone so they can summon emergency services should they need to (there is no telephone in the building);
- 3.2.21 ensure that no candles, tea lights or any other naked flame is used in the Parish Rooms;
- 3.2.22 ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details are given to the representative of the Parish Rooms. No person may re-enter the Hall without the permission of the Fire Brigade;
- 3.2.23 to ensure all external doors are securely locked when leaving the Parish Rooms.

4. Charges and payment

- 4.1 The Parish Rooms shall invoice the Hirer for the Deposit, which shall be payable by the Hirer within 7 days of the date of the Contract.
- 4.2 The Parish Rooms shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Hirer no less than 5 Business Days before the Event.
- 4.3 The Parish Rooms may issue an additional invoice after the Event for any further Charges due which were not included in the original invoice. Charges invoiced Such additional invoice shall be payable by the Hirer within 5 Business Days of receipt.
- 4.4 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 the Parish Rooms at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 4.5 If the Hirer fails to make any payment due to the Parish Rooms under the Contract by the due date for payment, then, without limiting the Parish Rooms Trustees’ remedies under clause 6, 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 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4.6 All amounts due under the Contract 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).

**ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS
BOOKING & HIRE AGREEMENT**

5. Cancellation

5.1 The Parish Rooms may cancel the Contract with immediate effect by giving the Hirer or Hirer's authorised representative notice in writing if:

5.1.1 the Hirer fails to pay any amount due under the Contract on the due date for payment;

5.1.2 the Hirer commits a material breach of any term of the Contract;

5.1.3 the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

5.1.4 the Hirer's financial position deteriorates to such an extent that in the Parish Rooms' opinion the Hirer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

5.1.5 the Hirer is unable to perform its obligations in connection with the Contract.

5.2 The Hirer may cancel the Contract by notice in writing to the Parish Rooms authorised representative.

5.3 If the Contract is cancelled under clause 5.1 or Clause 5.2 above, the Parish Rooms will use reasonable endeavours to re-book the Parish Rooms but the Parish Rooms Trustees reserves the right to charge a cancellation fee. Any sums already received by the Parish Rooms (excluding any Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
More than 2 weeks but less than 4 weeks before the date of the event	50% of the Hire Charge
Less than 2 weeks before the date of the event.	100% of the Hire Charge

5.4 On completion or cancellation of the Contract for whatever reason:

5.4.1 any provision of the Contract 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

5.4.2 completion or cancellation of the Contract 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 the Contract which existed at or before the date of completion or cancellation.

**ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS
BOOKING & HIRE AGREEMENT**

6. Insurance

- 6.1 The Parish Rooms Trustees have obtained insurance cover for its own Public Liability indemnity (“the Insurance Policy”) for any one event. The insurance policy can be viewed on the noticeboard in the Parish Rooms and the Hirer will be bound by its terms. The limits and exclusions in this clause reflect the insurance cover the Parish Rooms Trustees have been able to arrange and the Hirer is responsible for making its own arrangements for the insurance of any excess loss. 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.
- 6.2 The restrictions on liability in this clause 6 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 6.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 6.3.1 death or personal injury caused by negligence; and
- 6.3.2 fraud or fraudulent misrepresentation.
- 6.4 Subject to clause 6.3, the Parish Rooms Trustees shall not be liable for:
- 6.4.1 the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Parish Rooms; or
- 6.4.2 damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests or invitees to the Parish Rooms.
- 6.5 Subject to clause 6.3 and clause 6.4, the Parish Rooms total liability to the Hirer shall not exceed the amount covered by the Insurance Policy.
- 6.6 Subject to clause 6.3 and clause 6.4, the following types of loss are excluded and cannot be claimed by the Hirer pursuant to any Parish Rooms Insurance policy:
- 6.6.1 loss of profits;
- 6.6.2 loss of sales or business;
- 6.6.3 loss of agreements or contracts;
- 6.6.4 loss of anticipated savings;
- 6.6.5 loss of use or corruption of software, data or information;
- 6.6.6 loss of or damage to goodwill; and
- 6.6.7 indirect or consequential loss.

**ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS
BOOKING & HIRE AGREEMENT**

7. Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

8. General

8.1 Assignment and other dealings

8.1.1 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 the Contract without the Parish Rooms Trustees' prior written consent.

8.1.2 The Parish Rooms 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 the Contract.

8.2 Entire agreement

8.2.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.2.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

8.3 Waiver

8.3.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

8.3.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

8.4 Severance

8.4.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it

**ASHTON HAYES AND HORTON-CUM-PEEL PARISH ROOMS
BOOKING & HIRE AGREEMENT**

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 8.4 shall not affect the validity and enforceability of the rest of the Contract.

8.5 Notices

8.5.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

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

8.5.1.2 sent by email to the address specified in the Hire Details.

8.5.2 Any notice shall be deemed to have been received:

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

8.5.2.2 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;

8.5.2.3 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. In this clause 8.5.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

8.5.3 This clause 8.5 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.

8.6 Third party rights

8.6.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

8.7 Governing law

8.7.1 The Contract, 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 and Wales.

8.8 Jurisdiction

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