

DATED

2020

PARTIES

- (1) The Village Hall named in clause 2.2 acting by its charity trustees.
- (2) The Parish Council named in clause 2.3.

AGREED as follows:

1. Throughout this Agreement:
 - the Village Hall named in clause 2.2 is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Village Hall's 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 the members of your management committee (if appropriate), 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 in writing of any of our charity trustees
 - Date of Commencement means 1st November 2019.
2. In consideration of the 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 Term described in clause 2.1 on the terms of this agreement which includes the Standard Conditions of Hire. Where there is a conflict between the Standard Conditions of Hire and the rest of this agreement, the provisions of the rest of this agreement shall prevail.

2.1 Term:

The period beginning on the Date of Commencement and ending on 31st October 2026.

2.2 Village Hall

Great Waltham Village Hall registered charity 301320
whose address for service is Great Waltham Village Hall, South Street, Great Waltham, Essex CM3 1DF
or such other address in Great Waltham notified in writing to the Parish Council as its address for service

2.3 Parish Council:

Great Waltham Parish Council
whose address for service is
Great Waltham Village Hall, South Street, Great Waltham, Essex CM3 1DF
or such other address in Great Waltham notified in writing to the Village Hall as its address for service

2.4 Fee

The Fee is £312 per calendar month payable in advance on the first day of the month.

The Fee shall increase on the date of every anniversary of the Date of Commencement by an amount which we reasonably believe reflects (a) any increase ("inflationary increase") in the Retail Prices Index (All Items) or another index which is in our reasonable opinion its closest equivalent and (b) any rise in the cost of utilities, rates and insurance payable by us over and above any inflationary increase. The increased Fee shall be notified by us to you before the relevant anniversary date or as soon as practicable thereafter. If the increased Fee is not notified to you before it comes into effect the Fee shall continue to be paid at the previous rate with the shortfall made up as soon as reasonably practicable after notification.

Example

The Fee is £312

RPI (All Items) is 2%

Utilities and rates don't go up

The cost of insurance goes up 8%

5% of the Fee representing the element of insurance is £15.60 and that increases by 8% (£1.25) to £16.85

RPI increase of 2% applies to the rest of the Fee (£296.40) which goes up £5.93 to £302.33

Increased Fee is £16.85 + £302.33 = £319.18

2.5 Premises

The ground floor room known as the Blue Room formerly the Library and the adjoining cupboard off it together forming part of the Village Hall's property known as Great Waltham Village Hall, South Street, Great Waltham, Essex CM3 1DF.

2.6 Purpose:

Parish Council Office

3. Committee Room:

You are entitled to book the Committee Room for meetings of the Parish Council (with or without members of the public present) for a maximum continuous period of four hours once every calendar month subject to availability and to compliance with standard Committee Room (or, if appropriate, hall) hire conditions, without payment. Any use over and above this will be at our standard charging rate current at the time.

4. Toilets & washbasins

You and those attending the Premises and the Committee Room in accordance with this agreement may use the toilets and washbasins on the first floor and on the ground floor adjacent to the stairwell leading to the Committee Room. We may supply toilet requisites but are not obliged to you to do so.

5. Car Park

You and others attending the Premises and the Committee Room in accordance with this agreement may use the car park (other than any designated spaces rented out by us), subject to availability, We reserve the right to close or restrict access to the car park for works or events or other good cause. The Trustees must be consulted in advance of any anticipated high demand for car parking to ensure no clashes with other high demand users. All reasonable regulations for the use of Great Waltham Village Hall including the car park must be complied with.

6. Signage

You may install signage for your office, the design and location of which must be first approved by us in writing such approval not to be unreasonably withheld. You must keep your signage in good repair and condition and at

the end of the Term, however it ends, you must remove your signage and make good any damage caused. It is your responsibility to obtain any necessary third party consents for the installation and removal of your signage.

7. Alterations

- a) You may carry out internal non-structural alterations to the Premises with our prior written consent which will not be unreasonably withheld but may be conditional upon reinstatement at the end of the Term.
- b) You must not carry out structural and external alterations.

8. Looking after the Premises

- a) You will keep the interior of the Premises including wall plaster and finishes, shelving, ceilings, floors, doors, exposed pipes, radiators, windows and the glass therein, and all fixtures and fittings of the Premises in good repair and decorative order replacing any which become worn out or unusable.
- b) You must not change the colour scheme of the Premises without our prior written approval.
- c) Subject to clause 8f, at the end of the Term you must decorate the Premises in a colour scheme of our choosing and deliver up the Premises in the state and condition required by this agreement.
- d) All work must be carried out by you in a good and workmanlike manner using best materials.
- e) Nothing in this agreement requires you to put the Premises in any better state of decorative finish than it is in at the date of this agreement as evidenced by the attached photographic schedule of condition.
- f) You are not required to decorate the Premises at the end of the Term if we give you notice it is our intention to do so and you will instead pay us a sum equal to the reasonable amount a competent professional decorator would be likely to have charged you for decorating the Premises.
- g) You must report in writing to us as soon as possible any injuries suffered by you and damage to or failure of our property within the Premises and other parts of Great Waltham Village Hall to which you have access and complete the circumstances of injuries in our accident book.

9. Internet

You will pay us on demand one quarter of the cost of any Wi-fi internet facility we may provide from time to time for the benefit of those attending Great Waltham Village Hall.

10. Services

We shall use reasonable endeavours to procure the supply of electricity and heating to the Premises but we shall not be liable for any interruption to or suspension or cessation of supply.

11. Alienation

You must not assign, sublet, hire out or part with possession of the Premises in whole or part nor hold the same in trust for anyone else.

12. Termination

- a) Either party may end the Term on any of the following dates:
 - i. 31st October 2023
 - ii. 31st October 2024
 - iii. 31st October 2025

by giving the other party not less than six months prior written notice to that effect.

- b) Either party may end the Term if the Premises or the means of access to and egress from them are damaged or destroyed by fire so that the Premises are thereby rendered unfit for the Purpose and remain so for six months after the date of the damage or destruction, by giving the other party written notice to that effect before the Premises are again rendered fit for the Purpose.
- c) We may give you written notice to end the Term in the event:
 - i. you do not pay us any sum within seven days of the date payment is due
 - ii. you are in fundamental breach of this agreement
 - iii. you fail to remedy a breach of this agreement within seven days of us requiring you to do so

13. Agreement

You agree with us to comply fully with this Agreement.

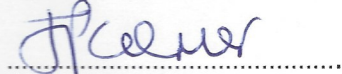
14. Standard Conditions of Hire

We and you hereby agree that the Standard Conditions of Hire (other than Standard Conditions 27 and 30) together with any additional conditions that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing. In the Standard Conditions of Hire 'premises' means 'Premises' and in condition 26 the words 'any trustee' are inserted in the box.

15. Third Party Rights

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 by



duly authorised, on behalf of the Village Hall.

Signed by

 17th Feb 2020

duly authorised, on behalf of the Parish Council