

WALFORD VILLAGE HALL (1)

and

WALFORD PARISH COUNCIL (2)

AGREEMENT

Relating to

WCSS Hub

Parties

(1) WALFORD VILLAGE HALL of Walford, Ross-on-Wye, HR9 5QS

(2) WALFORD PARISH COUNCIL of Unitas Villa, Camp Road, Ross-on-Wye, HR9 5NJ

The parties agree:

1 INTERPRETATION

1.1 Definitions

"Break Date" means any date three months from the date of giving notice

"Permitted Use" means use of the Hub by the WCSS as a centre for activities including but not limited to coffee mornings, social gatherings and such other use as may be approved by Walford Village Hall (such approval not to be unreasonably withheld or delayed)

"WCSS" means Walford Community Support Scheme which is a project responsible to Walford Parish Council for providing support for any vulnerable resident of Walford Parish

"WCSS Hub" means a room at Walford Village Hall together with the garden area and sheds to the south of the Hall

2 AGREEMENT

- 2.1 Walford Village Hall grant to Walford Parish Council the use of the WCSS Hub for a period of five years from the date of this agreement and thereafter to be renewed subject to mutual agreement
- 2.2 Walford Village Hall grant Walford Parish Council the right to use the WCSS Hub for the permitted use and shall have the right to charge a reasonable fee for any activities outside the permitted use
- 2.3 Walford Village Hall shall be entitled to charge a reasonable fee for the use of electricity, water, infrastructure and insurance, such charges shall be agreed between the parties annually.
- 2.4 Walford Parish Council shall not use the WCSS Hub for any purpose or in any manner that is illegal, hazardous or dangerous or would cause loss, damage, injury, nuisance or inconvenience to Walford Village Hall or any owner or occupier of neighbouring property
- 2.5 Upon termination Walford Parish Council shall remove or otherwise dispose of the items identified in Annex 1 hereto

3 WALFORD PARISH COUNCIL'S OBLIGATIONS

- 3.1 Walford Parish Council will maintain the WCSS Hub and in particular shall ensure that the garden area is maintained to a presentable standard
- 3.2 Walford Parish Council shall agree any proposed improvements and additions to the WCSS Hub with Walford Village Hall prior to commencement of works, such agreement shall not be unreasonably withheld.
- 3.3 Walford Parish Council shall be responsible for health and safety issues within the WCSS Hub e.g., Portable Appliance Testing
- 3.4 Walford Parish Council shall pay a fixed fee of £20 per calendar month as a contribution to the fixed and variable costs of the WCSS Hub, such fee shall be reviewed and agreed annually.
- 3.5 Walford Parish Council shall notify Walford Village Hall of WCSS Hub usage via the website calendar

4 WALFORD VILLAGE HALL'S OBLIGATIONS

- 4.1 Provision of electricity and both hot and cold water
- 4.2 Access to toilet facilities
- 4.3 Use of the carpark including disabled bays
- 4.4 The Walford Village Hall insurance shall include the WCSS Hub

5 BREAK OPTION

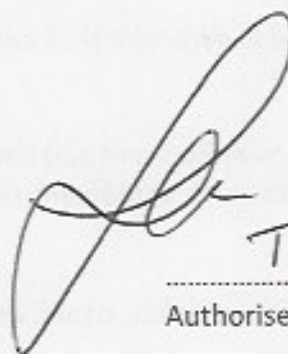
- 5.1 Either party may terminate this Agreement by serving three months written notice on the other
- 5.2 Walford Village Hall shall only be entitled to serve notice pursuant to clause 5.1 if Walford Village Hall (acting reasonably) is dissatisfied with Walford Parish Council's use and operation of the WCSS Hub and has previously given Walford Parish Council notice of such dissatisfaction and given a reasonable period of time to remedy or address the concerns

6 OTHER

- 6.1 Any person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement
- 6.2 This Agreement shall be governed by and construed in accordance with the law of England and Wales
- 6.3 This Agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

Signed by

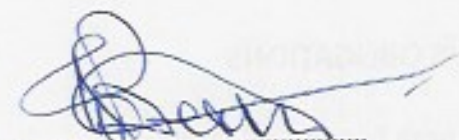
Walford Village Hall

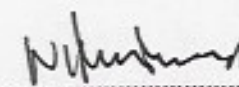

Tim POPPLE. CHAIR.
Authorised Signatory

Signed by

Walford Parish Council
Acting by two authorised
Signatories

Deputy


Chair


Clerk

Dated:

20/12/2013

ANNEX 1

ASSETS OWNED BY THE WCSS HUB

Description

Table Tennis Table, equipment and balls

Pizza Oven

Lawnmower

Strimmer

Goal

2 BBQ – 1 Large and 1 Small

BBQ Tools

2 x Weed Control Sheets

Garden Fork

25m Garden Hose

36v Battery Charger

Gardening Tools

2 benches

TV

Fridge

2 tables

18 chairs

