

HIRE AGREEMENT & CONDITIONS OF HIRE FOR EDLESBOROUGH MEMORIAL HALL

Date of Agreement: 20th May 2019

PARTIES (1) Edlesborough Parish Council (The Council)
(2) The person / organisation named below (The Hirer)

AGREED as follows:

In consideration of the hire fee THE COUNCIL agrees to permit the Hirer to use the premises for the purposes and for the periods set out below:

Period of Hiring:

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| Date(s): | |
| Time required: | |
| Hiring Fee: | £14.25 per hour plus a £50 deposit |

Security Deposit: £50.00 TO BE PAID BY CASH/Bank Transfer enclosed Yes/No

(Returnable subject to Condition 7 overleaf)

The Hiring Fee: **may be paid by cash or direct payment** Barclays Bank PLC, Account No: 60828882, Sort Code: 20-53-97, Account Name: Edlesborough Parish Council. Please ensure payment is clearly labelled.

The Hiring fee and security deposit both payable prior to commencement of hire period.

Booking will only be confirmed and secured once the deposit and payment has been received.

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| Name of Authorised Council Representative | Miss Penny Pataky |
| Address: | 15 Summerleys, Edlesborough, Beds, LU6 2HR |
| Telephone number: | 01525 229358 |
| Email: | manager@edlesborough-pc.gov.uk |

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| Name of Hirer (must be 18 yrs. of age or over): | |
| Address: | |
| Home Number: | |
| Mobile Number: | |
| Email: This will be used to confirm booking & receipt of payment, as well as giving arrangements for collecting & returning the Hall keys | |
| Premises: | Edlesborough Memorial Hall |
| Purpose of Hiring: (Give details) | |
| Please notify when hiring if Music or Films are to be used: | |
| Please notify if you will be using a bouncy castle. Please sign to confirm that you understand and agree to Condition 1.5 <u>if the hirer is using a bouncy castle they understand that they must arrange their own Public Liability and Personal Accident Insurance, and that the Council accepts no responsibility for any accident or injury resulting from the use of a bouncy castle.</u> | <p>Dimensions of castle:</p> <p>Signature of Hirer:</p> <p>Dated:</p> |
| Signed on behalf of the Council: | |
| Signature of Hirer: | |

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THE HIRER agrees with the Council to observe and perform the provisions and stipulations contained or referred to in the Council's 'Conditions of Hire' for the time being in force (see below).

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| Signed on behalf of the Council: | |
| Signature of Hirer: | |

The standard conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted.

- 1.1 THE HIRER will, during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- 1.2 The Hirer, not being a person under 18 years of age, shall be in charge of, and upon, the premises during the entire period of hiring.
- 1.3 There shall be a minimum of 2 persons, neither of whom shall be less than 18 years of age, on duty in the premises when they are being used for public entertainments, including the person in charge. All persons on duty shall have been informed of the procedure to be adopted in case of evacuation of the premises and shall be familiar with the firefighting equipment available.
- 1.4 No unauthorised heating appliances shall be used on the premises.
- 1.5 If the hirer is using a bouncy castle they understand that they must arrange their own Public Liability and Personal Accident Insurance, and that the Council accepts no responsibility for any accident or injury resulting from the use of a bouncy castle.
- 1.6 THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose, or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without written permission.
- 2.1 Highly flammable substances shall not be brought into or used in any portion of the premises.
- 2.2 No internal decorations of a combustible nature shall be erected without the consent of the Manager.
- 2.3 No drawing pins, blu-tack or sellotape shall be affixed to the walls.
- 2.4 All means of exit in the premises must be kept free from obstruction and immediately available for instant free public egress.
- 2.5 The emergency exit signs must remain illuminated and visible at all times.
- 2.6 The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the manager.
- 3.1 THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor.
- 3.2 The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
4. THE NUMBER OF PEOPLE on the premises shall not exceed 80.
5. THE HIRER shall indemnify the Council for the cost of repair of any damage done to any part of the property including the curtilage, or the contents of the buildings which may occur during the period of hiring as a result of the hiring.
6. IF THE HIRER wishes to cancel the booking before the date of the event the hirer agrees to pay the total booking fee for any cancellation made within fourteen days of the date of Hire. If the hirer cancels the booking within fourteen and twenty eight days of the date of hire, they agree to pay a charge of 50% of the total booking fee.

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7. THE PREMISES shall only be used during the hours referred to in this Agreement and at the end of the hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Council will be at liberty to make an additional charge.

7.1 Any such additional charges resulting from failure to comply with 7 above, may be deducted from the security deposit taken before the hiring period.

8. THE COUNCIL RESERVE the right to cancel this hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid, but shall not be entitled to any further or additional compensation.

9. IN THE EVENT of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.

10. ALL COMMERCIAL and business hirers shall take out adequate insurance to insure the Hirer and members of the Hirer’s organisation and invitees against all claims arising as a result of the hire. They shall, on demand, produce the policy and current receipt or other evidence of cover to the Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Manager to re-hire the premises to another hirer.

11. ALL COMMERCIAL and business hirers shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

12. THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner.

13. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children’s Act 1989 and that only fit and proper persons have access to the children.

14. THE HIRER shall ensure that the minimum of noise is made on arrival and departure, particularly late at night or early in the morning.

15. THE HIRER shall ensure that no children under the age of 8 enter the kitchen at any time, and that children between the ages of 8 and 14 only do so if they are properly supervised by a person over the age of 18.

16. THE HIRER shall be responsible for enforcing a strict no smoking policy within the entire premises.

17. The Hall key must be returned immediately after the event otherwise an additional charge may be incurred.

18. THE HIRER shall conform to the Fire Risk Assessment Procedures displayed in the Main Hall

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| Signed on behalf of the Council: | |
| Signature of Hirer: | |

Please ensure you provide bank details for the return of the deposit.

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| Bank details: | Account Name: | Acc No: | Sort Code: |
|---------------|---------------|---------|------------|

Security Deposit Return (to be completed by Hall Manager upon return of deposit):

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| Amount Cash or Direct Transfer (delete as appropriate): | |
| Signed: | |
| Print Name: | |
| Date: | |

HIRE AGREEMENT & CONDITIONS OF HIRE FOR EDLESBOROUGH MEMORIAL HALL

Hirers Privacy Notice & Consent to Hold Contact Information

When you hire the Edlesborough Memorial Hall or hold an event on the Edlesborough Village Green, the information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information, send invoices and receipts relating to your hire agreement. Your personal information will not be shared with any third party without your prior consent.

When you contact us

The information you provide (personal information such as name, address, email address, phone number, organisation) will be processed and stored to enable us to contact you and respond to your correspondence, provide information and/or access our facilities and services. Your personal information will be not shared or provided to any other third party.

The Councils Right to Process Information

General Data Protection Regulations Article 6 (1) (a) (b) and (e)

Processing is with consent of the data subject or

Processing is necessary for compliance with a legal obligation or

Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller

Information Security

Edlesborough Parish Council has a duty to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and appropriate policies. Copies of these policies can be requested.

We will only keep your data for the purpose it was collected for and only for as long as is necessary. After which it will be deleted. (You may request the deletion of your data held by Edlesborough Parish Council at any time).

Access to Information

You have the right to request access to the information we have on you. You can do this by contacting our Data Information Officer: The Clerk to Edlesborough Parish Council on clerk@edlesborough-pc.gov.uk or 01525229358

Information Correction

If you believe that the information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact: The Clerk to Edlesborough Parish Council on clerk@edlesborough-pc.gov.uk or 01525229358 to request this.

Information Deletion

If you wish Edlesborough Parish Council to delete the information about you please contact: The Clerk to Edlesborough Parish Council on clerk@edlesborough-pc.gov.uk or 01525229358 to request this.

Right to Object

If you believe that your data is not being processed for the purpose it has been collected for, you may object: Please contact The Clerk to Edlesborough Parish Council on clerk@edlesborough-pc.gov.uk or 01525229358 to object.

Rights Related to Automated Decision Making and Profiling

Edlesborough Parish Council does not use any form of automated decision making or the profiling of individual personal data.

Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to Edlesborough Parish Council Data Information Officer: The Clerk to Edlesborough Parish Council on clerk@edlesborough-pc.gov.uk or 01525229358 and the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113

Summary: In accordance with the law, only collect a limited amount of information about you that is necessary for correspondence, information and service provision Edlesborough Parish Council do not use profiling, we do not sell or pass your data to third parties. Edlesborough Parish Council do not use your data for purposes other than those specified. Edlesborough Parish Council make sure your data is stored securely. Edlesborough Parish Council delete all information deemed to be no longer necessary. Edlesborough Parish Council constantly review our Privacy Policies to keep it up to date in protecting your data. (You can request a copy of our policies at any time).

Please sign and date below to confirm the following:

- I agree that I have read and understand Edlesborough Parish Council Privacy Notice. I agree by signing below that the Council may process my personal information for providing information and corresponding with me.
- I agree that Edlesborough Parish Council can keep my contact information data for an undisclosed time or until I request its removal.
- I have the right to request modification on the information that you keep on record.
- I have the right to withdraw my consent and request that my details are removed from your database.

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| Sign: | Date: |
| Print name: | |