**Non-Guiding Member Regular Hire Agreement**

|  |  |
| --- | --- |
| Name and Address of Premises owner  (To be known as the Licensor) | Moulton Guide Headquarters Management Committee Fund  Moulton Guide Hall, Barlow Lane, Moulton, Northampton, NN3 7SZ |
| Registered Charity Number | 304408 |

**Undertaking to indemnity**

In consideration of the owners making the facility noted above available to the persons and bodies (who are not members of the guide association) on the terms set out below, the owners require the following undertaking to be completed.

Section A

|  |  |
| --- | --- |
| Name and Address of the contact person for the hire  (To be known as the licensee) |  |
| Contact Telephone Number |  |
| Email Address |  |
| Name of Organisation |  |
| Purpose of hire  Please give a brief description of the intended use of the hall |  |

**Regular Hire (to be completed each year)**

Regular hirers must confirm the start and finish times for each day.

All bookings will be charged at £12 per hour and invoiced monthly in arrears

Any cancellation of sessions must be made in writing no less than 14 days prior to the event date to avoid charge. The Hall committee reserves the right to cancel a booking with no less than 14 days written notice to the hirer.

Regular hire days and times.

|  |  |  |
| --- | --- | --- |
|  | Start Time | End Time |
| Monday |  |  |
| Tuesday |  |  |
| Wednesday |  |  |
| Thursday |  |  |
| Friday |  |  |
| Saturday |  |  |
| Sunday |  |  |

Section B

The hirer must protect the owners against all losses while they are in charge of the premises. This includes damage to the premises or to any property belonging to the owners and against all claims made by any person for personal injury or loss of or damage to any other property arising out of the hiring and caused by negligent act, error or omission of the hirer, or the servants or agents, or members of guests of the hirer.

The hirer must take out and maintain an insurance policy covering third party liability, including all liabilities referred to above, for a limit of **no less than £5,000,000 (five million pounds)** in force for the period of hiring **and must produce proof of the policy attached to this booking form** and on request to any authorised officer of Girlguiding.

The hirer must produce a risk assessment for their activity and submit with this booking form

|  |  |
| --- | --- |
| Signed |  |
| Full Name in Capital Letters |  |
| Date |  |

We collect your personal information to manage your hire, provide incident related support, process insurance claims, and other legal purposes.

We may share your data with:

Insurance companies

Legal representatives

Girlguiding HQ

Regional and Local Guiding Organisations

Other third parties connected to your hire, for example the fire brigade

We process the data you provide under our legitimate interests of managing our ptoperty inline with legal requirements. For further information and why Girlguiding use your personal data, including how long we keep it, your rights and how to contact us, please read our full privacy notice at**: Girlguiding.org.uk/privacy-policy/**

In consideration of this Licence the Licensee hereby agrees as follows:

1. To pay the licence fee within 7 days of invoice.
2. To use the premises for those activities detailed on this form and the risk assessment and for no other purpose.
3. Not to use the premises for any purpose other than the permitted use and not to cause or allow to be caused any damage to the Premises or any part thereof or to the fixtures, fittings, furniture and effects therein.
4. To exercise the rights hereby granted and to ensure that the same shall be exercised in such manner as to cause as little damage as possible and to make full compensation for any damage which is caused.
5. Not to conduct their activities or exercise the rights hereby granted in any way which interferes with or adversely affects the enjoyment of the Premises by the Licensor or by others authorised by the Licensor.
6. To use their best endeavours to expel any persons trespassing on the Premises during the periods of hire.
7. To keep the Premises clean and tidy and clear of litter. All litter must be removed at the end of the hire.
8. Not to allow the rights to be exercised by any person other than by members of the Licensee.
9. Not to sub-licence or part with the rights hereby granted or any of them.
10. Not to assign the benefit of this Licence.
11. Neither the Licensor nor any trustee for the Licensor nor The Guide Association nor the unit shall be liable to the Licensee or to the members of the Licensee or any other person exercising the rights hereby granted at the invitation of the Licensee for any personal injury damage loss or inconvenience howsoever or whatsoever caused to them or to any property brought by any person upon the Premises.
12. It is the intention of and agreed between the parties hereto that the License and its members and any other person exercising the rights at the invitation of the Licensee or its members shall do so at the risk of the Licensee and its members.
13. The Licensee agrees to indemnify the Licensor against all claims by any lawful visitor to the premises who shall have entered thereon for the purpose (in whole or in part) of lawfully visiting the Licensee or its members or any of them or who shall have entered thereon with the permission of the Licensee or its members or any one of them.
14. The Licensee hereby covenants to keep the Licensor the trustees for the Licensor and The Guide Association and its or their employees or agents and all those authorised by the Licensor to use the premises indemnified against all claims (meaning all demands or liabilities in respect of damage loss or injury of any description other than those arising out of any act or omission of the Licensor or its trustees or The Guide Association and its or their employees or agents and all those authorised by the Licensor) which may be brought against or occur to or affect the Licensor or such persons as aforesaid or their property and which arise from or through the exercise of any of the rights hereby granted or the non-observance of any of the terms of this Licence whether express or implied.
15. The Licensee hereby covenants effectively to insure the Licensee and all its members and all their lawful visitors against all claims arising from the exercise of the rights or from any negligence or default (including any breach or non-observance of any of the terms of this Licence whether express or implied) in connection with the rights or with the Premises or any activity thereon (whether authorised or not) for a limit of Indemnity of not less than Five Million Pounds each and every claim and so as to fully satisfy all claims for which the Licensee and its members or other persons as aforesaid may be liable whether under this Licence or otherwise.
16. On demand the Licensee shall produce the policy and the last receipt to the Licensor before the Licence comes into operation and if so requested use best endeavours to secure that the interest of the Licensor be endorsed on such policy. If the Licensee fails to produce such policy or a valid cover note the Licensor may suspend the operation of the Licence until either is produced.
17. Where the Licence intends to provide activities for children the Licensee hereby undertakes that relevant Criminal Records Bureau checks on all employees and/ or volunteers involved in providing such activities will be carried out before the activities take place.
18. This Licence may be determined forthwith by notice given by the Licensor on any breach or non-performance by the Licensee of any of the terms and conditions herein contained but without prejudice to any claim by the Licensor against the Licensee in respect of any such breach or non-performance.
19. This Licence is granted for a period of 12 months from the date hereof and must be resigned each year. It is hereby agreed between the parties hereto that this Agreement constitutes a Licence and confers no tenancy upon the Licensee and that possession of the premises is retained by the Licensor subject however to the rights created by this Licence AS WITNESS the hands of the parties the day and year first above written.

|  |  |
| --- | --- |
| Signed |  |
| Full Name in Capital Letters |  |
| Date |  |

**Opening Procedure**

* Open the hall and sanitise your hands
* Sanitise all touch points using disinfectant wipes– door handles, window handles, toilet handles and taps
* Open all windows to allow for ventilation
* Use of the kitchen is included in your hire. Please supply your own tea towels

**Closing Procedure**

* Close and lock all windows and the fire exit door
* Sanitise all touch points – door handles, window handles, toilet handles and taps.
* Remove all rubbish from bins and take it away with you
* Wash and put away any items used in the kitchen
* Turn off hall lights