

## **Terms and Conditions of hire for Venues in the Library at Willesden Green**

These Terms and Conditions shall be binding on the Hirer in relation to the booking of the Venue and shall be part of the Contract made between the Hirer and the Council.

### **Definitions**

In these Terms and Conditions of Hire the following terms shall have the following defined meanings:

‘Agent’: Any authorised sub-contractor, contractor, supplier, agent, employee or representative contracted, engaged or employed by the Hirer (whether permanently, temporarily, expressly or impliedly).

‘Booking Request Form’: A written booking request form containing information provided by the Hirer relating to the Hire of the Venue, such document being in a form determined by the Council from time to time (it being noted that some bookings may be requested verbally as well as in writing by use of the form or by other means).

‘Authorised Officer’: The officer appointed by the Council in relation to the matters referred to in these terms and conditions of Hire, The Authorised Officer will usually be a member of the Council’s Events Team for matters relating to the booking of the Venue and Function management and other authorised representatives of the Council in relation to the matter to be approved as referred to in these terms and conditions.

‘BACS’: The Bankers Automated Clearing System or any similar scheme adopted by the Council for the electronic processing of financial transactions.

‘Booking Condition’s: means the terms and conditions applicable to the booking and hire of the Venue as detailed in these terms and conditions and the Contract formed between the Hirer and the Council

‘Charges’: The fee specified in the Library at Willesden Green room hire rate document and payable by the Hirer to the Council in respect of the use of the Venue for the Function and any Function Related Services (and any other charges for any additional services or facilities used or reserved for or in connection with the Function).

‘The Library’: The Library at Willesden Green, 95 High Road, Willesden, London, NW10 2SF

‘Contract’: means the contract made between the Council and the Hirer comprising of the Booking Conditions, the completed Contract Form (as issued by the Council to the Hirer which is the room booking form) in relation to the particular Function and the Council’s Letter of Acceptance (if used).

‘Council’: The Mayor and Burgesses of the London Borough of Brent

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‘Data Protection Legislation’: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy

‘Deposits’: the Security Deposit

‘The Hire’: The hire of the Venue by the Hirer on and subject to the Contract terms.

‘The Hirer’: The person, company or organisation named as the hirer of the Venue in the Contract.

‘The Hirer’s Representative’: in the case of corporate or business hire, the Hirer shall appoint a named representative (or representatives) for the purpose of representing the Hirer and communications in connection with the booking, the Function arrangements and the Contract (and references to the. Hirer shall include reference to the representatives where appropriate).

‘The Function’: The event or function to be held at the Venue by the Hirer as detailed in the Contract.

‘The Function Date’: the date (or dates) for which the Venue is booked by the Hirer (and in the case of a booking of the Venue for consecutive dates or more than one date, the Function Date is deemed to be the first date).

‘Function Related Services’: Services for example catering, decorating, entertainment, audio-visual or conference related services or other services requested, booked or otherwise to be provided to the Hirer in connection with the Function (provided by third party contractors or suppliers or in certain cases by the Council).

‘The Letter of Acceptance’: The letter issued by the Council to the Hirer confirming acceptance of a booking request to hire the Venue, which may include additional terms.

‘The Parties’: The Council and the Hirer and a “Party” refer to either of them.

‘Period of Hire’: The period of time, or duration between start and end times specified in the Contract as being the agreed period for hire of the Venue.

‘Personal Data’: any information relating to an identified or identifiable natural person (**‘Data Subject’**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

‘Regulatory Authority’: any government or regulatory authority (including but not limited to the Council) with jurisdiction, power or authority over or in relation to the activities undertaken at the Venue or in relation to Function or Hirer.

‘Security Deposit’: The sum specified by the Council as being required in respect of security against risk of loss or damage to the Venue or the Council and which deposit may be taken for reasons including (but not limited to) potential loss or damage to the property of the Council, failure of Hirer, Hirer’s caterer or Agents to clean or remove items, deviation in event timings or other failure to comply with the Contract requirements.

‘Supplier Guidelines’: means the written guidelines and requirements applicable to suppliers of Function Related Services, as drawn up by the Council and notified to the Hirer from time to time.

‘Venue’: The particular part of the Library premises which is the subject of the Hire as detailed in the Contract.

‘Working Days’: Council Office working days of Monday to Friday excluding official Bank holidays in England.

## **1. Booking Requests and Procedure**

1.1 Booking requests for the Hire of the Venue may be made using the Booking Request Form prescribed by the Council or by other means permitted by the Council. The Hirer must complete the Booking Request Form with as much detail as possible regarding the proposed Function and the Hire (as known at time of booking). The Hirer must state the rooms or areas, equipment and facilities, Function Related Services and date of Function requested by the Hirer, together with precise details of the Function and its purpose (in sufficient detail to enable the Council to assess the request) and to the satisfaction of the Authorised Officer.

1.2 Once the Hirer has completed the details needed on the Booking Request Form, the Hirer should submit or return the form to the Council’s Authorised Officer at the address shown on the form or as otherwise notified to the Hirer by the Council.

1.3 In cases where the Hirer has made an enquiry for a particular Function Date and the Council has agreed to provisionally hold the date pending the completion of the Contract and the agreed payment, the Hirer will be allowed 15 days to return the Contract. If this does not occur in the time period (and unless the Council agrees to extend it in writing), then the Council is not bound to hold the Function Date and may remarket it or accept an alternative booking. The Hirer should contact the Council’s Authorised Officer if the Hirer is unable to return the signed Contract within 15 days. The Council is not bound to reserve any particular Function Dates beyond 15 days unless the Authorised Officer for the booking has specifically agreed in writing to an extension (and any such extension offer may in any case be withdrawn where another hirer wants the same date and is willing to make a firm booking).

1.4 The Council reserves the right to decline any request for booking for any reason without the need to provide explanations or justification for refusal. Booking requests will not be accepted from persons less than 18 years of age.

1.5 It is the responsibility of the Hirer to make sure that the information provided on the Booking Request Form (or provided by other means of booking request) are correct before submitting the booking request and to make sure that the Hirer is able to understand these Terms and Conditions of Hire before accepting them. The Hirer should seek clarification from the Council’s Authorised Officer prior to Contract signature if there is anything the Hirer does not understand.

1.6 If the Hirer is a Charity; it is the responsibility of the hiring group/organisation to provide proof, to the satisfaction of the Authorised Officer/Council, that it is a genuine, registered Charity.

1.7 No Hire or booking shall be regarded as a confirmed booking until such time as the agreed payment or the Contract signed by both Parties is received by the Council. The Hirer shall not publicise the Function until the Contract has been signed by both Parties and payment of the appropriate deposit.

## 2. Deposits and Booking Process

2.1 Once the Contract is signed and received by the Council, the Council will then raise an invoice for the balance of the Charges forward it to the Hirer when required. The invoice will be raised the month after the Function.

2.2 Full settlement of the Charges is required 30 days after the Function Date. The balance of the Charges i.e. the full amount of Charges must be paid no later than 30 days after the Function Date. The Security Deposit must be paid no later than 4 weeks in advance of the Function Date. (For Late Bookings within the ten weeks prior to the Function Date see section 2.7 below). All Charges must be paid and received by the Council as cleared funds before any future Functions to be allowed to take place.

2.3 Where the Council requires that A Security Deposit is to be payable, payment will be required before the Function Date. The Security Deposit will normally be a minimum of fifty percent of the Charges. The Hirer shall pay the specified amount no later than 4 weeks in advance of the Function Date.

2.4 The Security Deposit (where required) will be retained in the event of (but not limited to) loss or damage to the property of the Council, failure of Hirer, or Hirer's Agent(s) to clean or remove items, untidiness, deviation in event timings in respect of the Hire Period or other failure to comply with the requirements in the Booking Conditions or the Contract. The Council acting reasonably shall be the sole judge of the damage/excess time/failure to comply with Contract and the amount of payment required from the Security Deposit or otherwise from the Hirer. The Council may require an additional guarantee or security against any such loss or damage, if the Council considers it reasonably necessary (as determined by the Authorised Officer).

2.5 Subject to clause 2.4, Security Deposits will normally be refunded through BACS, credit or debit card (to the appropriate card account number used for payment) or by other means agreed with the Council and repayment may take 30 days or longer, after the Function Date.

2.6 The Security Deposit rates are subject to annual reviews and may be changed on 28 days written notice as determined by the Council. This will not generally affect existing bookings unless the Function Date is more than 12 months hence. The Council will notify the Hirer of any change in the Deposit rates in writing.

2.7 Late Bookings: In the case of a booking requested or made in the period of two-three weeks prior to the Function Date this shall be regarded as a Late Booking and the Contract and payment of all Charges must be agreed and made at the same time or as close together as possible. The booking will need to be confirmed by the Authorised Officer. . Additional Charges may apply in the case of Late Bookings to reflect any additional resources or requirements and arrangements which need to be accommodated at short notice. The Hirer will be notified of these in writing by the Authorised Officer.

2.8 The Events Brief prepared by the Authorised Officer in co-operation with the Hirer in the run up period of 6-8 weeks prior to the Function Date should be in a position to be finalised usually 2-3 weeks prior to the Function Date. The Authorised Officer will forward this to the Hirer and the Hirer is required to sign and return it to the Council/Authorised Officer no later than two weeks before the Function Date.

The Hirer should ensure that the details in the Events Brief are correct and reflect the agreed details and arrangements for the Hirer's Function. Any additional requirements of the Hirer and additional Charges associated therewith should be agreed in the Events Brief. No changes to Function arrangements can be made after the Events Brief has been finalised and agreed.

2.9 The Hirer is expected to cooperate and ensure that the Hirer's Agents and chosen suppliers for Function Related Services and arrangements relating to the Venue and the Function cooperate and work with the Council's management and particularly Authorised Officers to facilitate the Contract performance and fulfilment of the Contract requirements. The Hirer, its Agents and suppliers must help in the process of preparation, agreement and finalisation or arrangements for the Venue, Function and Function Related Services (and any other related matter) in a timely and reasonable manner, provide responses and information in good time for plans and arrangements for the Function to be discussed and finalised. The Council aims to work with the Hirer and its Agents to help prepare and finalise the arrangements in good time and in compliance with the time limit requirements in the Contract. The Authorised Officer will seek to record the details of the agreed arrangements in the Event Brief in co-operation with the Hirer, and will send a copy of this to the Hirer in the run up to the Function Date. The Hirer and the Authorised Officer will agree the details for the Event Brief and both Parties will sign the same. This will become part of the Contract between the Parties.

2.10 In addition the Authorised Officer will produce an Event Bookings sheet for use on the actual Function Date. This will be provided to the Hirer (or Hirer's Representative) and will contain a checklist and form of inspection report which shall be completed by the Authorised Officer in conjunction with the Hirer as part of a joint inspection of the Venue undertaken prior to the start of the Function and also when the Function comes to an end. The Hirer agrees to co-operate and make available a duly authorised representative of the Hirer to attend the joint inspections with the Event's Manager and to agree and sign the Event Manager's Report. Any additional requests for services or facilities not already agreed in the Event Brief which the Council in its discretion may be able to accommodate on the day of the Function may be agreed with the Events Manager, if practicable, and should be noted in the Event Delivery Manager's Report. This Report will form part of the Contract. The Hirer will be obliged to pay for any additional requests or requirements made on the day of the Function (or in the run up) and the Event's Manager's Report will record these wherever possible.

### **3. Payment**

3.1 Payments of Charges and Deposits will be specified in the invoice: Credit Card, Debit Card, BACS, electronic or telegraphic bank transfer.

3.2 Cash payments can be made in person at the Library in special circumstances and by prior agreement with the Authorised Officer at the Library. Council policy is that no more than £500 in cash can be used as payment in respect of any one invoice or transaction.

3.4 The Charges advertised or quoted by the Council are exclusive of Value Added Tax (VAT). VAT is payable on all bookings at the legally applicable rate prevailing at the date of invoice.

#### 4. Cancellations, Termination, and Changes to bookings

4.1 In the event of any cancellation or termination of the Hirer’s booking or requirement for the Venue, cancellation and termination charges will apply as shown in the Table below. No liability shall fall upon the Council in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result the Hirer’s cancellation or termination and the Hirer is advised to insure against such loss or expense by taking out the Hirer’s own Events Insurance with a reputable insurer.

4.2 Any notices or requests for cancellation, postponement or amendment of the booking or details relating to the booking must be made in writing to the Authorised Officer at the address shown in the Contract or the Letter of Acceptance. Changes to the booking or details relating to it will only be permitted in exceptional circumstances and are strictly subject to the Council’s agreement and confirmation issued in writing by the Authorised Officer. Any changes sought in respect of a booking must be notified to the Authorised Officer by way or a written request from the Hirer clearly specifying the proposed change. **The Council is under no obligation to accept any changes to the booking or the Contract proposed by the Hirer.**

4.3 Changes requested by the Hirer to a facility layout, equipment or Function Related Service requirements, date or time for a booking or any other change to the booking details held on the Council’s system may incur a charge to cover administration costs at the discretion of the Council.

4.4 In the event of the Hirer wishes to cancel or terminate a booking or the Contract for the Hire, the cancellation and termination Charges shown in the Table below shall apply. The Hirer should note if notice of cancellation is not received 4 weeks prior to the Function date, the Hirer is liable to pay 100% of the Charges.

<b>CANCELLATION AND TERMINATION CHARGES Notice received by the Council under four (4) weeks prior to the Function Date</b>	<b>100% of the hire fees will be charged</b>
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4.5 In cases of cancellation, termination or postponement the Council is entitled to try and remarket the Venue or seek alternative bookings as soon as possible without liability and without prejudice the Council’s right to retain Deposits and be paid cancellation or termination Charges as per the table above.

4.6 Certain details of the Function arrangements should be finalised and recorded in the booking form signed by the Parties. The Hirer agrees to cooperate in agreeing the details to be recorded in the Events Brief and to sign off the Events Brief when finalised. The Hirer acknowledges that changes instigated by the Hirer or Hirer’s Agents or new requirements introduced after the Events Brief has been agreed which are material or of a nature which that changes the Contract or concern a matter which contravene the Contract requirements in a material respect (as reasonably determined by the Authorised Officer), may give rise to a right of termination or cancellation of the booking and the Contract, for the Council. If this situation occurs and the Council has to terminate or cancel then cancellation and termination charges as detailed in the Table above may apply.

4.7 If the Hirer breaches the Contract or any of its duties and obligations thereunder or suffers its Agents or guests to breach the Contract rules or requirements in a material respect, causing the Council to have to cancel or terminate the Contract, the cancellation or termination charges shown in Table above shall apply (save that the

references in the table to “notice received” shall be read as “notice given” for the purposes of interpretation of this clause 4.7 and 4.8).

#### **4.8 Cancellation or termination for Council’s own reasons**

4.8.1 The Council will endeavour to hire available premises out to anyone wishing to use them and taking into account the principles under the Human Rights Act 1998 (“HRA”). However, the convention rights in the HRA are not absolute. They are subject to the interests of national security, public safety and the prevention of disorder or crime, the economic well-being of the country, the protection of health or morals and the protection of the rights and freedoms of others. The Council is entitled to refuse a booking or cancel an existing booking if it has justified fears that any of these considerations might apply. Also the Council reserves the right (without necessarily stating reasons) to refuse to hire its premises for any purpose which it considers prejudicial or contrary to the best interests of the Council, its functions and policies.

4.8.2 The Council reserves the right to cancel or postpone any booking (or element of booking) at any time. Possible reasons for cancellation include (but are not limited to) Brent Council related activity, Venue issues, legal issues, Acts of God, suspected disorder or disharmony, events suspected of being of an objectionable, illegal, or undesirable nature and not in accordance with the purpose stated by the Hirer in the Booking Request Form or Contract or that the Hirer is otherwise in breach of the Contract. The Council may in such cases refuse to accept or may subsequently cancel the booking and the Contract.

4.8.3 In cases where there is no breach of failure of the Hirer to comply with the Contract requirements, no misrepresentation or wrongdoing on the part of the Hirer (causing the Council to terminate or cancel) the amount the Hirer has paid in respect of the booking will be returned to the Hirer, who shall have no other claim against the Council on account of such cancellation or termination.

4.8.4 The Hirer shall provide the Authorised Officer with all information regarding Hirer’s plans and arrangements intended for the Function and co-operate in answering any questions or requests of the Authorised Officer/Council related to the Contract. The Hirer shall submit a copy of the programme particulars, schedule and other materials about the Function to the Authorised Officer prior to use or publication thereof, and shall take account and amend the same if requested by the Council/Authorised Officer.

4.8.5 If the reasonable opinion of the Council’s Authorised Officer (whether viewed in advance or on the Function Date), the Venue or Library premises are used or appear to be booked by the Hirer, its Agents, guests or attendees for any purpose other than the purpose stipulated in the Contract, the Authorised Officer acting on behalf of the Council may order the discontinuance of such use or terminate the booking and the Contract. In such case the whole of the Charges and Security Deposit (if applicable) paid by the Hirer may be forfeited as reasonably determined by the Council’s Authorised Officer.

#### **5. Times for Hire and Access Restrictions**

5.1 Each particular Venue or area of the Library available for Hire may have its own authorised access time or hire periods, licensed opening hours or set times as determined and set by the Council. This will obviously affect

the selection of Venue and Hirers are advised to check this prior to booking. The times for Period of Hire (and any restrictions for use of specific Venue areas) must be adhered to at all times and will be enforced by the Council's Management or Authorised Officers. The Hirer will be granted access to the Venue at and only at the times and for the Period of Hire specified in the Contract. The Period of Hire times will be shown in the Contract and may be finalised in the Events Brief approved and signed by the Parties. Any subsequent late changes/requests made to the Authorised Officer for altered access times or other arrangements are strictly subject to approval and acceptance by the Authorised Officer in writing and may be subject to further Charges.

5.2 Any Function continuing beyond the permitted licensed time or the Period of Hire will be in breach of the terms of the Premises License and the Contract, and will be curtailed/terminated by the Council's Management. The Hirer, Agents and all guests attending the Function must vacate and be clear of the Venue by the end of the Period of Hire. The Hirer will be charged up until the time that the occupants (including Caterers and Musicians and other Agents) vacate the Venue and the Council's premises.

5.4 Every item brought into the Venue by the Hirer or Agents must arrive and leave within the Period of Hire. All items brought to the Venue are brought in or left at the risk of the owner and the Hirer. The Hirer must ensure that the time booked, allows time not only for the Function period but for any time required for equipment delivery, setting-up/dismantling, decorating, table-laying, rehearsals or any other time Agents or Hirer requires to be on the Council's premises. These times must be stated on the relevant forms that are part of the Contract and access will only be granted at the times paid or agreed for and no earlier or later. Should additional time be required, it must be booked in advance of the Function Date via request to the Authorised Officer.

5.5 Deliveries or collection outside of the Period of Hire of any equipment or items for the Function must be organised in writing with the Council's Authorised Officer. These items must be lifted in and out by contractors/Hirer's Agents not Council staff. The times for delivery and collections (as applicable) must be specifically agreed in writing with the Authorised Officer. The Hirer accepts that these applications may be rejected or subject to additional Charges as will be notified by the Authorised Officer.

5.6 Storage of any items on the Council's premises, either prior to the Function, the Hire Period or afterwards is not permitted unless arranged with the Authorised Officer and/or paid for in advance

5.7 Access to kitchen & server areas (where applicable) is to be agreed with the Council. If access to other areas of the Library premises is required and these areas are not included in the Hire Charge, then at least eight week's notice will be required and an additional payment will be required. All such arrangements must be notified to and agreed with the Authorised Officer, who will confirm additional payments applicable, in advance.

5.8 All glassware, crockery, utensils, equipment, furniture, or other items brought or sent to the Venue by the Hirer or Agents must be of good quality and fit for purpose and use. The Hirer and its Agents are responsible for ensuring this is the case. Deliveries shall only be allowed into the Venue at such times as are pre-agreed by the Authorised Officer, and all such items must be collected or removed prior to the end of the Hire Period. The Security Deposit will be retained if this is not adhered to.

5.9 The requirements contained in the Supplier Guidelines must be observed by the Hirer and its Agents and the Hirer undertakes to ensure that its Agents are made aware of these requirements and comply with them.



## **6. Safety of Children**

6.1 It is the responsibility of the parent/guardian of any child brought into the Venue or onto Council premises to ensure that they are correctly supervised at all times. Any child found misbehaving or acting in a disorderly fashion will be taken to his/her parent/guardian for controlled supervision. If the child continues to misbehave and cannot be controlled by the parent/guardian then both parties will be asked to leave.

Any child found vandalising or damaging the Council's premises will be asked to leave (with attendant parent/adult).

6.2 For any entertainment or Function at which children may be present, the Hirer shall provide a sufficient number of stewards in the vicinity to control and facilitate children's behaviour and conduct as required.

The Hirer must ensure that the Hirer books a stewards or supervisors service (when booking the Function) to look after children. The Hirer must provide sufficient number of stewards/supervisors to control and facilitate the entrance and egress of the attendees and is asked to request sufficient numbers on the Booking Form or in the Contract.

6.3 The Hirer shall comply in all legal requirements and regulations on safeguarding, vetting and checking of persons working or booked to work with children where the Hirer makes arrangements for entertainers, service providers, supervisors, stewards or other Agents to attend and work where children are present.

## **7. Catering and other Function Related Services**

7.1 The Hirer shall contact the Authorised Officer to enquire and discuss options for Function Related Services and plan the arrangements for the Function Related Services as early in advance of the Function as possible. The Hirer is recommended to obtain services from Approved Suppliers based at the Library building. Only light refreshments and snacks may be served at the Function

7.2 Current Approved Supplier at the Library at Willesden Green is the Delipod Café. Ask the Authorised Officer for contact details for the Delipod Café.

7.3 The Hirer shall ensure the Authorised Officer is provided with details of the Hirer's arrangements made with all suppliers and relevant Agents and that the Authorised Officer has reasonable opportunity to consider, comment and approve the same in the period following signature of Contract and no later than eight (8) weeks prior to the Function Date. All arrangements for services in the Venue, access, delivery, lay out, equipment, products or other items to be brought into the Venue by Agents must be discussed with the Authorised Officer and approved by the Council.

7.4 If the Hirer proposes to use a supplier which is not an Approved Supplier, this proposal must be made in writing and submitted to the Council as early as possible. The Council reserves the right to decline the proposal. The Hirer and the proposed supplier must co-operate with the Council's Authorised Officer and submit information and details requested by the Council regarding the status and qualifications of the supplier and their services. Full details and information on the proposed supplier and services to enable the Authorised Officer to determine if the supplier can be approved, must be provided to allow sufficient time to undertake and complete an approval process 15 weeks prior to the Function Date. Failure to comply with this deadline will mean that the Council will not be able

to consider or grant approval in relation to the proposed supplier and the Hirer will be notified that a pre-approved Approved Supplier must be selected instead.

7.6 In the event that the Hirer does not select an Approved Supplier and arrangements regarding the relevant service are not agreed and approved by the Authorised Officer by the point of thirteen (13) weeks prior to the Function Date, the Council will send a Supplier Reminder Notice to the Hirer to the effect that necessary arrangements must be made with an Approved Supplier as a matter of urgency and such arrangements needs to be communicated and approved by the Authorised Officer no later than ten (10) weeks prior to the Function Date. If the Hirer fails to comply with this requirement (and the Council and Hirer do not agree specific alternative arrangements in writing no later than eight (8) weeks prior to the Function Date), then the Council is entitled to treat the Hirer's failure to make or complete satisfactory arrangements for the relevant service (as reasonably determined by the Authorised Officer), as a breach of the Contract meriting termination and termination charges as detailed in the Table in section 4.5 shall apply. In these circumstances, the Council may treat the Hirer's booking as at an end and will be free to seek alternative bookings for the Venue.

7.7 The Event booking form is prepared by the Authorised Officer in co-operation with the Hirer in the run up period of 6-8 weeks prior to the Function Date. The Authorised Officer will forward this to the Hirer and the Hirer should ensure that the details in the Events Brief are correct and reflect the agreed arrangements for catering and other Function Related Services. Any additional requirements of the Hirer and additional Charges associated therewith should be agreed in the Events Brief.

## **8. Security, Stewards and Other Function Staff**

8.1 The minimum security staffing requirements for licensed activities will be included in the Venue Hire Charge and the Council will use its own security contractor for security services ("Security Supplier").

Depending on the nature of the Function and the chosen Venue, there may be a need for stewards or additional security officers in order to maintain safety and security to the satisfaction of the Council.

8.2 The requirements for security staff, e.g. numbers, work times and cost will be determined by the Authorised Officer and the Security Supplier, on the basis of information provided by the Hirer. The details will be notified in writing to the Hirer and the Hirer agrees to pay the Charges for security staff and if applicable stewards, as notified by the Council. If the estimated number of attendees increases or the Hirer needs more stewards or security staff, then the Hirer must let the Authorised Officer know in time to arrange for additional resource, and the related additional cost will be payable by the Hirer.

8.3 With regard to agreed attendance numbers for the Function, the Hirer must ensure the numbers do not exceed agreed Function attendance numbers as contained in the Contract/Event Brief (and in any event must keep the numbers compliant with the particular Venue licence requirements). The Hirer must contact the Authorised Officer to obtain details for number restrictions regarding particular Venue areas.

The Council reserves the absolute right to direct that the Hirer reduce the number of attendees in order to maintain compliance with the Council's Premises Licence requirements.

8.4 The Hirer shall ensure that its guests, Personnel and Agents are briefed regarding the security requirements, emergency, fire exit and evacuation procedures as the Council notifies to the Hirer.

8.5 If the Hirer proposes to have any additional security staff or stewards directly engaged by the Hirer, this proposal must be notified to the Authorised Officer with full details and is strictly subject to the approval of the Authorised Officer and the Council's Head of Security.

## **9. Premises Licence**

Certain areas of the Library are covered by the Council's Premises Licence, which authorises the Council to carry out certain licensable activities (e.g. provide entertainment and sell alcohol). The Hirer must strictly adhere to the restrictions in the Premises Licence in its use and Hire of the Venue and the activities undertaken at or in relation to the Function. The Hirer may obtain details of the Premises Licence on request from the Council's Authorised Officer.

## **10. Contract Restrictions on Use of premises**

10.1 The Hirer shall be responsible for ensuring that smoking does not take place in the Venue.

10.2 Neither the Venue nor any part of the Library may be used for or by any political group or party without the prior agreement of the Council, nor for any gambling, lottery, bingo or similar activity without prior authorisation of the Council; or for activities initiating, promoting or inflaming racist, sexist or violent tendencies amongst users or the general public, or for any Function or activity tending or likely to lessen or detract from the good name and reputation of the Council. Themed Events and associated arrangements are strictly subject to the approval of the Authorised Officer and details of the same must be provided at time of booking and drawing up of the Event Brief.

10.3 The Hirer must ensure that persons do not trespass in parts of the premises not hired out by the Hirer.

## **11. Supply of Alcohol**

Neither the Hirer, its Agents nor anyone attending the Hirer's Function can sell alcohol at the Venue or the Civic Centre premises at any time. The Council reserves to itself and/or its nominees the right of sale of all alcohol in relation to the Function. The sale and/or service of alcohol will be confined to the part of the Venue indicated by the Council. Hirers wishing to bring in their own alcohol will be required to obtain prior agreement of the Council/Authorised Officer. In all such cases the arrangements must be approved by the Authorised Officer in advance.

## **12. Behaviour, Conduct requirement**

12.1 The Hirer is responsible for maintaining good order in relation to all persons present at the Function and all Agents of the Hirer at any time. The Council reserves the right to exclude persons (including children) who, in the reasonable opinion of the Authorised Officer, behave in an unacceptable or anti-social manner, and may direct the Hirer to remove such persons.

12.2 Where or if the Hirer does not follow directions or requests issued under clause 13.1 to the satisfaction of the Authorised Officer, the Authorised Officer acting on behalf of the Council reserves the right to cancel or terminate the Function and the booking (and cancellation /termination charges will apply in such cases) and to retain the Security Deposit.

### **13. Use of Fire, flames and candles etc.**

13.1 No candles, tea lights or naked flames may be used by the Hirer or any persons in the Venue or the Library unless special arrangements are requested by the Hirer and specifically agreed in advance by the Authorised Officer. All such arrangements will be subject to Council's approval and confirmation in writing. (Imitation battery powered versions are acceptable subject to the consent of the Authorised Officer). No fireworks, including indoor fireworks, pyrotechnics or smoke machines may be used

13.2 The Venue shall not be used for purposes which will involve, in the opinion of the Authorised Officer, or the Fire Officer an increased risk of fire.

13.3 The Hirer shall pay any additional premium required in respect of any additional insurance required to be taken by the Council in relation to special requirements as mentioned in this section or other special requirements regarding the Hirer's Function.

### **14. Damage, Decoration and Advertising**

14.1 The Hirer agrees not to produce any advertisement of the Function until the Contract is signed by both parties. The Hirer agrees not to produce any advertising whatsoever which could be conceived or reasonably interpreted as to place the Council in disrepute. To this end, the Hirer must send all promotional material relating to the Function to the Authorised Officer for approval before it is published.

14.2 No notices may be affixed at the Venue or Library (or in the neighbourhood) without the prior consent of the Authorised Officer. Any notices fixed to walls or any other area of the Venue or Library causing damage will be charged to the Hirer. The Hirer shall not cause or permit any nails, tacks, screws or other fixing into walls, ceilings or floors or into furniture or fittings to be used at or in the Venue or in relation to any decorations thereat. All proposals for decoration, signs or other materials or items to be erected installed or affixed in the Venue are strictly subject to prior agreement and approval of the Authorised Officer. All items used in decoration or otherwise utilised or brought into the Venue must be removed from the Venue at the end of the Function and before the Period of Hire expires.

14.3 No notice, sign, flag, bunting, banner, decoration, drapery, or other item shall be affixed to any part of the Venue or Library building, or to the furniture or fittings therein by adhesive tape or adhesive substances, Any form of decorations, flags or emblems may not be displayed without prior permission of the Authorised Officer.

14.4 The Hirer shall not place any fly-posters or display or affix any form of advertising or marketing literature in the streets or on any structure in the vicinity of the Venue. The Hirer acknowledges that such an action may render the Hirer liable to prosecution. The Council may prohibit any posters or handbills which it considers undesirable or objectionable.

14.5 The Council reserves the right to remove any poster, emblem or decoration visible outside (or inside) the Venue which is deemed unseemly or unsightly in the Council's sole opinion.

14.6 The Hirer undertakes the sole responsibility to ensure that appropriate measures have been taken to ensure that all fabric used in dressing the Venue by the Hirer and or Hirer's Agents or others acting for or on behalf of the Hirer has been pre-treated and is flame retardant.

14.7 Hirers must provide full information regarding their required Function arrangements and layout to the satisfaction of the Council. Failure to do so may result in the Venue not being prepared in time for the Function in the event of which the Council will accept no liability in respect of any losses to or claims by the Hirer or anyone else. The Hirer shall be responsible for providing any personalised table, exhibition and floor plans and all other audio visual requirements, and room layouts must be provided to the Authorised Officer a minimum of four weeks prior to the Period of Hire.

## **15. Legal Compliance with Statutes and Regulations**

15.1 The Hirer shall strictly observe the requirements and regulations of the applicable licensing authority (and the Council) as to the holding of exhibitions and public entertainment, supply or consumption of alcohol, licensed activities and events and the number of persons to be admitted to the Venue, number and location of uniformed attendants, arrangements for seating, widths and gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency exits, routes and stairways and for emergency exit signs to be clearly visible (and any other like requirements). The Hirer shall comply all applicable requirements in legislation and regulations governing the Function and/or use of the Venue and the Hirer's activities. In particular, any legislation with regard to Health and Safety whilst at the Venue.

15.2 The Hirer acknowledges that the Council has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have "due regard to the need to prevent people from being drawn into terrorism" (the "Prevent Duty"). The Hirer shall ensure that it uses the Venue in such a way as to assist the Council to satisfy the Prevent Duty

## **16. Insurance**

16.1 The Hirer must insure against the risk of death or injury caused to any person and against the risk of damage to any property (including but not limited to the Venue and the Council's property) caused directly or indirectly by the Hirer, Hire's Agents (or by any other person entering or present at the Venue or on Council's premises as a result or in connection with the Hirer's booking or the Function). The Hirer acknowledges that the Council's public liability insurance cannot be transferred to the Hirer.

16.2 As a minimum requirement the Hirer shall take out and maintain separate insurance cover as follows:

(a) Employers Liability insurance for not less than £5 million for any one occurrence (or as required by law if the legal minimum is greater);

(b) Public Liability for an indemnity limit of not less than £5 million in respect of any one act or occurrence or series of acts or occurrences in any one year; and the Hirer shall provide evidence of such insurance to the Authorised Officer and the Council's insurance officer.

## **17. Damage and Loss**

17.1 The Hirer shall ensure that due care and attention is paid to protecting the Venue and its contents during its use in relation to the Function and during any preparation and dismantling activities thereafter.

Any loss, damage, injury or expense, including any consequential loss or damage incurred during the course of a Hire shall be the full responsibility of the Hirer. The Hirer shall fully indemnify the Council and its officers and servants from against all actions, expenses, claims, losses, damages, penalties and demands (including reasonable legal costs and expenses) arising out of or in any way connected with the Hire or use of the Venue by the Hirer, the presence of its Agents or guests and any accident, injury or loss which may happen to or be sustained by anyone by reason of the presence of such persons on the Council premises, or by reason of the Hirer's Function and activities.

17.2 The Hirer or Hirer's Representative shall inform the Authorised Officer immediately of any injury, dangerous or occurrence or circumstance that affects public safety or puts at risk the safety or persons attending the Function. The Hirer shall ensure that its Agents and attendees/guests for the Function are aware that they must do the same.

17.3 The Council will not be liable for any loss or damage due to circumstances beyond the Council's control, including but not limited to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or action, riot, war or act of God; which may cause the Venue or the Function to be closed temporarily or the Hire of the Venue to be interrupted, cancelled or terminated.

17.4 The Hirer shall pay to the Council the cost of reinstating or replacing any part of the Venue or property whatsoever belonging to the Council in or upon the Venue or Civic Centre premises which has been damaged, destroyed, stolen or removed during the Period of Hire or which has occurred in relation to the Function. The Hirer expressly agrees that the Council can use the Security Deposit in payment the cost or as a contribution to the cost of reinstating, replacing or otherwise rectifying such loss or damage. Any excess sum incurred shall be owed by the Hirer as a debt due to the Council.

## **18. Electrical Appliances**

18.1 The Hirer must notify the Authorised Officer of any electrical appliances or items intended to be brought into the Venue or to be connected to the electricity supply, and full details must be provided a minimum of EIGHT (8) weeks prior to the Function Date. Where an Agent is contracted to provide audio-visual services, full details should be provided a minimum of EIGHT (8) weeks prior to the Function Date.

18.2 All electrical equipment brought onto the Venue must be Portable Applicant Tested (PAT tested) by a properly authorised, competent person to the satisfaction of the Authorised Officer. All installations of electrical

equipment and appliances should be carried out and made safe by a competent person. All equipment and related items must be fit for purpose and of good and proper quality, compliant with all legal requirements.

18.3 Use of electricity supply will be discontinued where unsafe equipment or practices are not immediately and satisfactorily remedied. The Authorised Officer, Security officer(s) and Council's technical engineers shall be entitled to act on behalf of the Council with regard to determining whether a Function may proceed or continue where the requirements mentioned in this section are not complied with.

## **19. Emergencies**

In the event of a fire, or other emergency situation, the Hirer, Agents and all persons attending the Function must comply with all instructions given by the Authorised Officer, the Fire Officer and the Security Officers authorised by the Council. If directed, they must evacuate the Venue and Library and go to the designated meeting point so all persons who are in the building can be accounted for.

In case of evacuation, leave the building by the nearest exit. Close all doors behind you when evacuating and report to the assembly point on the Brondesbury Park Road. Do not take risks when evacuating the building. Do not return to the building for any reason until authorised to do so by the Authorised Officer.

## **20. No assignment and no sub-letting by Hirer**

20.1 The Hire and the booking of the Venue are personal to the Hirer and the Hirer must not assign its rights or obligations in relation to the booking of the Venue or the Contract to any Agent or to any third party whatsoever. The Hirer shall not sub-let, or attempt to sub-let the Venue or part thereof. In the event of a breach of this condition the Hirer shall forfeit use of the Venue and Security Deposit and any sum paid by the Hirer and the Council may direct that the booking and Function is immediately cancelled or terminated.

20.2 Nothing in the Booking Conditions or the Contract is intended to confer any benefit on any person who is not a Party to it, under the Contracts (Rights of Third Parties) Act 1999.

20.3 If any provision or part of the Booking Conditions or the Contract is found by any court or body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, then it shall be deemed severable and the remaining provisions of the Contract shall continue in full force and effect.

20.4 The Hirer shall comply (and procure compliance by its Agents) with all legal and statutory requirements applicable to the Hire of the Venue and Hirer's activities and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs and expenses whatsoever in respect of any breach by the Hirer (or its Agents) of such legal and statutory requirements.

20.5 These terms and conditions, the Booking Conditions and the Contract (and all related matters whether contractual or non-contractual) shall be governed by and construed in accordance with English Law and the English Courts shall have non-exclusive jurisdiction over all matters or disputes arising hereunder.

## **21. Complaints**

Any complaints in relation to the Hire of the Venue by the Hirer must be made in writing to the Authorised Officer within five (5) Working Days of the matter complained of. If the matter is not resolved, the complaint will be considered in accordance with the Council's Complaints Procedure.

## **22. Filming, Photography & Broadcasting rights**

22.1 The Council reserves the sole right to arrange the broadcasting or televising of any public function on the Council's premises and to retain payment arising therefrom. No material shall be broadcast or televised by the Hirer, Hirer's Agents or any attendee at the Venue without the prior written consent of the Authorised Officer in writing; Such consent if given is at the sole discretion of the Council and may be subject to such terms and conditions as the Council and the Authorised Officer determines in the relevant circumstances.

22.2 Filming, video recording and photography which is undertaken for a commercial purpose or which is other than filming/photography for private use, shall be subject to the issue and terms and conditions of a separate filming license or permission which must be requested from the Council. An application must be made to the Brent filming department. The permission of the Authorising Officer must be obtained at the point of booking before photographs or video recordings are permitted to be made or taken of the Venue.

## **23. Noise/Nuisance**

23.1 It is the responsibility of the Hirer to ensure that those using the Venue and surrounding areas keep the noise in relation to the Function within an acceptable noise level (which can be determined by the Council's Authorised Officer). The Hirer shall ensure that the Function remains within acceptable noise levels at all times. Music must be kept within a reasonable level, the level which is acceptable will be determined by the Council's Authorised Officer. The Hirer will be required to turn down or switch off any music that is deemed too loud or a nuisance. The Council reserves the right to cancel or terminate a Function where it determines that unacceptable noise levels are being caused and have not been abated. The Authorised Officer(s) may act on behalf of the Council in the exercise of these rights. The Council accepts no responsibility or liability for the cancellation, termination or closure of a Function due to unacceptable noise levels or nuisance.

23.2 When attending or leaving the Venue and the Civic Centre premises, all persons are required to leave in a quiet orderly manner, especially if the Function takes place late at night or in the early hours of the morning.

23.3 The performance of live or recorded music at any Function must cease at the agreed time on the booking form. The Security Deposit will be forfeited if this is not adhered to.

## **24. Temporary External or Internal Structures and use of Inflatables**

24.1 Use of any temporary external or internal structures e.g. marquees, exhibition boards or other temporary structure, shall be subject to the approval of the Council and must be agreed in advance with the Authorised Officer.



The Hirer acknowledges that certain structures may be subject to an inspection by a Building Control Officer and other Council officers.

24.2 Use of inflatable structures, equipment or objects, such as bouncy castles, inside the Venue is prohibited. Permission may be given to use such structures within the immediate grounds surrounding the Venue where it is specifically requested in the Booking Request Form and agreed in the Contract (subject always to approval of the detailed arrangements by the Authorised Officer of the Council in advance and on the day of the Function). In such instances of approval, the inflatables must be supplied by a professional and reputable Supplier (whose credentials have been approved by the Authorised Officer) and the inflatable object must meet Health and Safety requirements for inflatables to the satisfaction of the Council/Authorised Officer. The Hirer must satisfy the Council that the Hirer has adequate insurance in place in relation to the inflatable object and its use at the Function.

## **25 Performances**

The Hirer shall indemnify the Council from and against any claim for duty, tax, royalty or copyright fee payable in respect of any entertainment given during the Period of Hire and of an infringement of copyright which may occur. Showing videos and DVD films for public performances requires permission from the owner. It is the Hirers responsibility to ensure this permission has been obtained. The Hirer has a responsibility to observe the rights of the Performing Rights Society Ltd (PRSL) and the Phonographic Performance Limited (PPL). The Council has taken out a licence with the Performing Rights Society Limited and PPL to cover the performance of all musical works in the repertoire of the Societies. The Hirer must comply with the conditions of the PRSL and PPL Licences with these Societies in relation to entertainment and other activities at the Function.

## **26 Cleaning and Security at end of Function**

26.1 The Hirer is responsible for leaving the Venue and the Council's premises in a clean and tidy state. Any items brought into the Venue, in conjunction with food and drink, must be cleared away from all areas used by the Hirer. All forms of decoration (including floral and table arrangements) brought into the Venue by Hirer, Agents and attendees, must be removed from the Venue and Library premises at the end of the Function. Failure to leave the Venue in a clean and fit condition as determined by the Authorised Officer/Council Management will result in an additional cleaning Charge being raised and deducted from the Security Deposit or a claim for the additional cleaning Charge to be paid by the Hirer.

26.2 All waste as generated from or in relation to the Function or activities thereat must be securely bagged and placed in the location specified by the Authorised Officer. The Hirer must provide its own waste sacks and bags for waste disposal as these are not provided at the Venue.

26.3 The Hirer must ensure that at the end of the Period of Hire, the Venue is left in its original condition, including the requirement that all doors and windows of the Venue shall be secure. The Security Deposit will be retained if the Hirer, Hirer's Agents or other personnel attending the Function fail to adhere to these requirements.

## **27. Council's Right of Entry Reserved**

27.1 The Authorised Officer and any other Council representative shall have the right of entry at all times to the Venue and the Function

27.2 The Hirer shall maintain good order during the Hire and shall provide such stewards and other supervisors as may be necessary to ensure good order and proper use of the Venue and proper conduct of activities at and in relation to the Function, and compliance with the rules and requirements for use of the Venue applicable to the Hirer under the Booking Conditions. On instruction from the Duty Manager/Authorised Officer the Hirer shall secure the removal of any specified person from the Venue and the Function, who in the reasonable opinion of the Duty Manager/Authorised Officer misconducts himself/herself, misuses Council premises or facilities or acts in a way which breaches or is likely to lead to a breach of the rules or requirements under the Booking Conditions of the Contract. The Council may engage stewards as may be considered necessary to keep order at the Venue and the Hirer will be required to cover the expenses incurred in this regards

## **28 Exhibitions, Bazaars, Craft Fairs etc.**

28.1 All Hires for exhibitions, bazaars, craft fairs, sales of work or similar events will be subject to specific or more detailed conditions, restrictions and requirements which may be imposed by the Council or by the Council's Insurance Company, having regard to any extra risks involved

28.2 In the case of an exhibition, bazaar, sales of work or similar event, Booking requests must be made at least eight weeks before the date of the engagement/Function and be accompanied by a plan of the proposed arrangement of stalls, stands, gangways, together with details of the proposed method of construction of such stalls, stands, and the like. All arrangements must be agreed with the Authorised Officer and should be recorded in the Event Brief which the Hirer should check prior to signing.

## **29 Drugs/ offensive weapons and dangerous substances or products -**

29.1 The Hirer shall be responsible for enforcing the following rules and requirements regarding substances, products weapons and other items which are not allowed on the Council's premises:

- Illegal substances, knives, guns and any other weapons must not be brought into the Venue or the Library;
- Anything inflammable or explosive, indoor fireworks, chemicals, articles producing an offensive smell, steam or gas fired engines or similar products is prohibited; and use of pyrotechnics is prohibited;
- No wax or powder material is to be placed on the floor of the hireable spaces;
- Possession or use of any material, product or instrument that could or would be used as a potential weapon is forbidden on any Council premises.
- The use of calor gas on the premises is strictly prohibited for reasons of safety. The Hirer must ensure that no such calor gas units are used at the Venue or on any part of the Library premises.

29.2 Except with the prior written permission of the Authorised Officer, the Hirer shall not permit any animal, fish or bird into the Venue, provided that this condition shall not apply to a guide dog accompanying a visually impaired person or hearing impaired person.

29.3 Failure to comply with the above clause restrictions and requirements may result in:

(a) Cancellation or termination of the Function; and/or

(b) Retention of any Security Deposit paid by the Hirer to the Council as well as the Charges

### **30. Parking**

30.1 The Hirer shall ensure that no cars and motor vehicles are parked in such a way as to obstruct the entrance or exit ways to and from the Library.

30.2 The Council accepts no responsibility in respect of any car or motor vehicle parked at or around the Council's premises or for any loss or damage to any car/vehicle or its contents. Parking restrictions are enforced in the area. The Council accepts no responsibility in respect of the parking of any car or vehicle or any parking fee or fine incurred through parking contrary to restrictions in force at the relevant time. The Hirer, Hirer's Agents and guests are deemed to be aware of all parking rules and restrictions and no claim or complaint may be made regarding these or any misunderstanding with regard to them.

30.3 It is the Hirer's responsibility to ensure that the Hirer, the Hirer's Agents and guests are aware of these parking restrictions and the Hirer shall inform them that any vehicle parked illegally will be given a parking penalty and/or towed away by the traffic authorities.

30.4 The use of disabled parking bays by non-disabled people will result in a fixed penalty being charged and it is also possible that the illegally parked vehicle will be removed.

30.5 The Hirer must agree in advance with the Authorised Officer any loading arrangements for the deliveries and collections of equipment and supplies for or in connection with the Function, preparation and collection and taking away of items afterwards. The Hirer and Agents using the loading facilities and other vehicular access routes shall respect the sensitivities of local residents and members of the public and, for example, shall not create excessive noise and shall abstain from playing music loudly from their vehicles when parked in/on the facilities.

### **31. Additional Catering Requirements**

31.1 If the Hirer wishes to make its own catering arrangements, the Hirer must obtain prior agreement from the Council's Authorised Officer in accordance with the procedure detailed in section 7 above. If any food or drinks are brought into the Venue or Library without prior agreement of the Authorised Officer, then the Council reserves the right to curtail or terminate the Function immediately.

31.2 Any external caterers using the Council's premises must be fully registered and qualified for work as a caterer with or for a local authority and must comply with the Food Safety Act. Any caterer who breaches or fails to comply any regulations will be either asked to leave and/or reported to the relevant Regulatory Authorities. The

Council also reserves the right to call in, at any time, the relevant Regulatory Authority to assist in dealing with any issue that may arise in connection with any breach of rules and regulations as laid down by law.

31.3 The Council reserves for itself and/or its nominees the right of sale of all refreshments. No food or drink may be sold at the Venue or in the Library without prior agreement from the Authorised Officer and a Facilities Charge may be levied against the sale. If the Management /Authorised Officer deems this to be the case on the day of the event, the event will be curtailed/terminated.

31.4 Caterers using the premises must ensure that any area they have used must be left in the same condition as handed over to them. Caterers are expected to wipe clean all surfaces used, sweep and mop floors, and dispose any rubbish. The Hirer agrees that the Hirer is fully responsible for its own caterers, suppliers and Agents.

## **32. Amendments to Council's Terms and Conditions of Hire**

32.1 These terms and conditions may be revised, amended or changed by the Council from time to time without prior notification. However in the case of which affect Contracts which have already been made and signed by the Council section 33.2 below shall apply.

32.2 In a case where the Council wants to amend the Booking Conditions applicable in a Contract the Council will provide the Hire with 28 days notice of the change. The Hirer may object to the change by serving written notice on the Council within 10 days of the Council's notice of the change, otherwise the change shall be deemed accepted by the Hirer. Where the Hirer has served a notice of objection the Council and the Hirer shall endeavour to agree on the change in the context of the particular Contract.

## **33. Data Protection**

- 1 The Hirer and the Council acknowledge that for the purposes of the Data Protection Legislation, the Council is the data controller.
- 2 The Council will comply with the Data Protection Legislation and shall process Personal Data in connections with this Contract in accordance with Legislation. The Council shall:
  - a) Keep the Personal Data confidential;
  - b) Comply with the Council's Data Protection Policy;
  - c) Comply with the Hirer's reasonable instructions with respect to processing Personal Data;
  - d) Not transfer any Personal Data outside of the European Economic Area without the Hirer's prior written consent;
  - e) Notify the Hirer without undue delay on becoming aware of a Personal Data breach or communication which relates to the Council's compliance with the Data Protection Legislation;

- f) At the written request of the Hirer, delete or return Personal Data and any copies thereof to the Council on termination or expiry of the Contract unless required by the Data Protection Legislation to store the Personal Data; and
  - g) Maintain complete and accurate records and information to demonstrate compliance with this Schedule.
- 3 The Council shall ensure that he has in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 4 The provisions of this Schedule shall apply for the duration of this Contract.
- end-