Clerk's Note: Due to annual leave in November I was unable to explain the reasons for drafting this revised agreement. I understand that councillors raised concerns about not taking a deposit. The existing agreement requires a £250 deposit by cheque, but the Council removed provision for accepting cheques from its Financial Regulations last year. The draft was prepared to address that change.

Although a deposit could be paid by BACS, I am reluctant to introduce this arrangement because of the additional administration involved: I would need to obtain approval from full Council at its next meeting before making the refund. In practice, we currently receive only one booking a year, from the Carnival Committee, which has never caused any damage.

In my view, the draft provides a basis for holding hirers responsible for damage and recovering reasonable, evidenced costs, without taking a deposit. I ask the Council to consider the proposed approach in light of the current level of use, the booking history and the administrative implications of taking and refunding deposits.

Moretonhampstead Parish Council Sentry Hire Agreement

1. No Charges Taken at Time of Booking

The Council does not take any deposit, fee, or pre-payment for potential damage at the time of booking. The hirer remains liable for evidenced costs, subject to the conditions below.

2. Hirer Responsibilities

The hirer agrees to:

- Take reasonable care of the Sentry and any equipment or facilities provided
- Ensure all litter, decorations, and personal items are removed at the end of hire
- Prevent damage to grass, fencing, gates, play equipment or fixtures
- Comply with all hire conditions

3. Damage

If any damage or misuse arises from the hire, the Council will:

- Assess the cost of repair or replacement.
- Obtain costs through quotes from the Council's appointed contractor(s)
- Issue an invoice to the hirer after the event

- Require payment within 14 days of the invoice date

This includes contractor call-outs and reinstatement of the ground where necessary.

4. Reporting Requirements

The hirer must:

- Report any damage, incidents, or safety concerns to the Council within 24 hours
- Provide photographs where possible
- Cooperate with any reasonable investigation

Council's contact details:

- Tel: 01647 440041 / 07983 277367
- Email: clerk@moretonhampstead-pc.gov.uk

5. Insurance Requirements

The Council may require proof of Public Liability Insurance (minimum £5 million) before the event for larger events, commercial activities, or hires involving inflatables, structures, or amplified music.

6. Council Rights

The Council reserves the right to:

- Inspect the Recreation Ground before and after hire
- Recover reasonable, evidenced costs directly arising from the hire
- Refuse future bookings from hirers who breach conditions or fail to pay invoices
- Cancel bookings where conditions of hire are not met

7. Hirer Declaration

By signing below, the hirer confirms that they:

- Have read and understood this Sentry Hire Agreement
- Accept responsibility for the hirer's guests, contractors and activities
- Accept responsibility for any damage
- Agree to pay any charges arising after the event

Signature

Name of hirer: _____

Organisation (if applicable): _____

Address: _____

Telephone: _____

Email: _____

Event Details: _____

Date and time(s) of hire: _____

Name and role of person signing on behalf of the organisation (if applicable):

Signature: _____

Date Signed: _____

Please sign and return this form to the Parish Council Office or email a scanned copy to: clerk@moretonhampstead-pc.gov.uk

Privacy Statement

Moretonhampstead Parish Council will use the personal information provided on this form to administer the Sentry hire, communicate with the hirer, manage payment and insurance matters, and address any incident, damage or claim arising from the hire.

The Council processes this information because it is necessary to enter into and administer the hire agreement and, where applicable, to comply with its legal obligations or perform its public tasks.

Information may be shared with the Council's insurers, professional advisers, contractors, emergency services or other authorities where necessary and lawful.

Records will be retained in accordance with the Council's records-retention policy and then securely destroyed.

Further information about how the Council uses personal information, including data-protection rights and how to complain to the Information Commissioner's Office, is available in the Council's Privacy Notice or from the Parish Clerk at clerk@moretonhampstead-pc.gov.uk.