



TERMS AND CONDITIONS OF ROOM HIRE

1. Definitions

1.1 In these terms and conditions of room hire (“**Terms and Conditions**”):

- “**Applicable Laws**” means statutes (including regulations enacted under those statutes), laws, orders of courts of competent jurisdiction, rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies and regulatory approvals, permits, licences, approvals and authorisations where applicable to a person, property, or circumstance, and as amended from time to time.
- “**Booking Form**” means the contact form on the Crimond Hub website to be completed by the Hirer, which specifies the details of the Hire.
- “**Data Protection Legislation**” from the date it comes into force in the UK the General Data Protection Regulation (EU) 20016/670 (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations and any national implementing laws, regulation and secondary legislation in the UK.
- “**Data Controller**” the Party that transfers Personal Data to the other Party.
- “**Data Processor**” the Party that receives Personal Data from the other Party.
- “**Hire**” means the hire of the Room by the Hirer for the Hire Period, as specified in the Booking Form.
- “**Hirer**” means the person or organisation booking the Room for Hire and named in the Booking Form.
- “**Hire Charge**” means the charges applicable in respect of the Hire.
- “**Hire Period**” means the hours of hire between 8am – 6pm on any given day of hire, as specified in the Booking Form.
- “**Premises**” means Crimond Medical Centre, Logie Avenue West, Crimond, of which the Room forms a part.
- “**Room**” means Suite D which is the subject of the Hire, as specified in the Booking Form.
- “**Trust**” means Crimond Charitable Trust, incorporated under the Companies Acts (Company No. SC382036) and being a charity registered in Scotland under number SC041667 having its registered office at Ian M. Cheyne Building, Glen Test Facility, Wellbank, Peterhead, AB42 3GL.
- “**Personal Data**”, “**Controller**”, “**Processor**”, “**Data Subject**” And “**Processing**”, “**Third Country**” and “**International Organisation**” have the same meaning as in the Data Protection Legislation.

2. Hire Charges

2.1 The following Hire Charges are applicable:

Room	Size	Maximum Capacity	Equipment Included	Hire Charge (per hour)	Hire Charge (full day: 8am – 6pm)
Suite D	109m ²	50 persons	6 x tables 20 x chairs	£25.00	£150.00

- 2.2 A Room may be hired for one Hire Period or for a number of Hire Periods on a ‘block booking’ basis.
- 2.3 A Room may be hired inclusive of the equipment stated within the above table. Any additional equipment must be provided by the Hirer.
- 2.4 No tea, coffee or other refreshments are provided by the Trust however, the Hirer is permitted to provide their own refreshments for consumption in the Room.



Crimond Charitable Trust

- 2.5 Hirers must not arrive before the commencement of the Hire Period on each day of hire and must leave by the end of the Hire Period on that day.
- 2.6 The Room must be cleared and tidied by the end of the Hire Period on each day of hire.
- 2.7 If the Hirer does not leave by the end of the Hire Period further charges will be applied.

3. Booking and Payment

- 3.1 All Hire Charges in respect of the Hire must be paid in full at the time of booking. An invoice with details of how to pay will be issued to the Hirer upon completion of the Booking Form.
- 3.2 In respect of block bookings, payment is required at the beginning of each calendar month and will be invoiced accordingly.

4. Cancellations

- 4.1 All cancellations must be communicated in writing.
- 4.2 In the event that the Hirer cancels a Hire less than 24 hours in advance, no refund will be made in respect of the Hire Charge and to the extent that the Hire Charge is unpaid, it will be immediately due and payable by the Hirer.
- 4.3 In the event that the Hirer cancels a Hire more than 24 hours in advance, the Hirer will be refunded 50% of the Hire Charge so far as paid and if the Hire Charge is unpaid 50% of it will be immediately due and payable by the Hirer.
- 4.4 The Trust may cancel a Hire at any time for any reason.
- 4.5 In the event that a Hire is cancelled by the Trust, the Hirer will be entitled to a full refund of the Hire Charge so far as paid, unless such cancellation is due to an act or default of the Hirer.
- 4.6 For the avoidance of doubt, save for such refund, the Hirer shall not be entitled to any compensation in respect of any Hire cancelled by the Trust.

5. Responsibilities of the Hirer

- 5.1 During the Hire Period, the Hirer must:
 - (a) Ensure that the Room is used only for the purposes specified in the completed Booking Form;
 - (b) Ensure that the Room is left clean and tidy with all rubbish removed and furniture returned to its original place;
 - (c) Ensure that all users of the Room take reasonable steps to limit noise when arriving and departing from the Premises so as not to cause nuisance or inconvenience to other users of the Premises and/or residents in neighbouring properties;
 - (d) Take good care of, and not cause any damage or permit any damage to be done to, the Room the fixtures, fittings and equipment in the Room and/or any other part of the Premises;
 - (e) Report any damage to the Room or the fixtures, fittings and equipment to the Trust immediately;
 - (f) Be responsible for all persons using the Room, including but not limited to the proper conduct, behaviour and safety of such persons;
 - (g) Ensure that all users of the Room familiarise themselves with the fire procedures in respect of the Room and the Premises;
 - (h) Ensure compliance with fire procedures by all users of the Room throughout the Hire Period;
 - (i) Ensure that all doors giving exit from the Room are kept unlocked, unobstructed and immediately available for exit during the Hire Period;
 - (j) Inform the Trust at the time of booking of any factor which may involve extra fire risks.
- 5.2 During the Hire Period, the Hirer must not:
 - (a) Bring or permit to be brought onto the Premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics nor use or permit the use of any naked lights in any part of the Premises;



- (b) Bring or permit to be brought onto the Premises any electrical appliance or additional lighting effect without the prior written consent of the Trust;
- (c) Bring or permit to be brought onto the Premises or consumed on the Premises any alcohol or drugs;
- (d) Smoke in the Premises, other than in external areas which may be so designated;
- (e) Remove any furniture, fittings or equipment from the Room;
- (f) Permit nails, staples or fixings of any kind to be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind within the Room or any other part of the Premises;
- (g) Post bills, placards, posters or notices of any description on or against any part of the exterior or interior of the Premises.

6. Liability and Indemnity

- 6.1 The Hirer shall be liable for, and shall indemnify the Trust against all actions, proceedings, claims, damages, charges, costs and expenses whatsoever brought or made against or suffered or incurred by the Trust in respect of any personal injury to or the death of any person arising from or in the course of the Hire of the Room by the Hirer, except to the extent that the same arise or are suffered or incurred due to negligence of the Trust.
- 6.2 The Hirer shall be liable for and shall indemnify the Trust against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against or suffered or incurred by the Trust in respect of any damage, theft or loss of property, equipment, goods, articles or things placed, deposited, brought into or left upon the Room or the Premises either by the Hirer for its use or by any other person using the Room by reason of the Hire of the Room by the Hirer, except to the extent that the same arise or are suffered or incurred due to the negligence of the Trust.
- 6.3 The Hirer will be responsible for and shall hold the Trust harmless in respect of any damage caused to the Room, or any part of it, its fixtures or fittings or any furniture or equipment used arising from or in the course of the Hire. The costs for repair and making good of any such damage, which shall include, but not be limited to, repairing any damage caused, replacing furniture or fittings lost or damaged, and/or carrying out a deep clean of the Room or any other part of the Premises in the event that excessive mess is caused, will be charged in full to the Hirer and will be payable by the Hirer on demand.
- 6.4 The Hirer shall be liable for and shall indemnify the Trust against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against or suffered or incurred by the Trust in respect of any breach of Applicable Law arising from or in the course of the Hire of the Room by the Hirer, except to the extent that the same arise or are suffered or incurred due to the negligence of the Trust.
- 6.5 The Trust shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the Premises or any part thereof to be temporarily closed or the Hire to be interrupted or cancelled, nor for any failure of the Hirer to gain access to the Premises or the Room, except where such failure is due to negligence of the Trust.

7. General

- 7.1 Car parking is available at the Premises on a first come first served basis. All cars parked at the Premises are parked at the owner's risk and the Trust does not accept liability for any loss or damage which results from use of the car park on the Premises.
- 7.2 The main doors of the Building automatically lock at 6pm therefore, for any bookings 6pm or later the Hirer will be required to arrange access prior to the Hire. Once in the Building, the Hirer can allow their guest's access and exit to the Building via the main door by pressing the green button located in the main vestibule on the right hand side.



- 7.3 If the Hirer is a group working with young people, the Hirer shall be responsible for ensuring that it has obtained and maintains in force all such insurance and has obtained and renewed such staff checks as, in each case, may be required by Applicable Laws.
- 7.4 In accordance with relevant Data Protection Legislation, our Privacy Notice is hereby attached at Appendix 1.
- 7.5 The Trust reserves the right to amend these Terms and Conditions from time to time.
- 7.6 These Terms and Conditions and any non-contractual obligations arising out of or in connection with them will be governed by the laws of Scotland.

8. Data Protection

- 8.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 8.2 The Data Controller will ensure that all required consents and notices are in place to enable the lawful transfer of Personal Data to the Data Processor for the duration and purposes of the Contract.
- 8.3 Without prejudice to the generality of this clause, the Data Processor shall, perform its Data Processing obligation under these conditions by processing Personal Data only on the written instructions of the Data Controller unless otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to the processing of Personal Data (Applicable Laws). When relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit The Data Processor from so notifying the Data Controller.
- 8.4 Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Data Processing as well as the risk of carrying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall have in place appropriate technical and organisational measures to ensure a level of security appropriate to that risk.
- 8.5 The Data Processor shall take all reasonable steps to ensure that access to Personal Data is strictly limited to those individuals who need to know/access it for the purposes of the contract. All personnel who have access to and/or process the Personal Data shall be subject to confidentiality undertakings.
- 8.6 The Data Processor shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - (a) the Data Processor has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data.
- 8.7 The Data Processor shall not appoint any third party processor of Personal Data under this agreement except with the prior written consent of the Data Controller and subject to the follow provisions:
 - (a) The Data Processor shall carry out adequate due diligence to ensure that the Sub processor is capable of providing the level of protection required by these terms; and
 - (b) The agreement between the third party processor and the Data Processor shall governed by a written contract including terms which offer at least the same level of protection as those set out in these terms; and
 - (c) The Data Processor shall remain fully liable for all acts and omissions of any third party processor appointed by it pursuant to this clause.



For the purposes of this clause 'third party processor' shall mean any party which is not a member of the Company or Buyer.

- 8.8 The Data Processor shall assist the Data Controller, at no cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators
- 8.9 Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 8. The Supplier shall allow for audits by the Company or the Company's designated auditor.
- 8.10 Data Processor shall notify the Data Controller without undue delay on becoming aware of a Personal Data breach.
- 8.11 Each Party (Indemnifying Party) shall be responsible for and shall save, defend and hold harmless the other party (Indemnified Party) from and against all claims, losses, damages, costs (including legal costs) expenses, liabilities, fines, penalties, and sanctions in respect of:
 - (a) Any breach of the Indemnifying Party's obligations under these conditions or Data Protection Legislation; or
 - (b) Any act or omission relating to the use of Personal Data which is contrary to the instructions of the relevant Data Controller.
- 8.12 Data Processor shall at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Law to store the Personal Data.
- 8.13 The Company may, at any time on not less than 30 days' notice, revise this Clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

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Crimond Charitable Trust

Appendix 1 – Privacy Notice

1. Introduction

This privacy notice will help you to understand what personal data **Crimond Charitable Trust** ('the Trust') (company number SC382036) having its registered office at Glen Test Facility, Wellbank, Peterhead, Aberdeenshire AB42 3GL collects about you, how we use this personal data, and what rights you have regarding your personal data.

It is important that you read this notice, together with any other privacy notice that is provided to you on specific occasions when we are collecting or processing your personal data, so that you are aware of how and why we are using it.

2. What information will we collect?

We will collect information from you that may include personal contact details including names, addresses, telephone numbers and email addresses.

We may also carry out CCTV monitoring of our premises.

3. How your data is used

We will only use your personal details when the law allows us to. Most commonly, we will use your personal data where we have a legitimate interest in processing your data for purposes such as;

- Sending you publications (e.g. newsletters, event invites and updates);
- Administering bookings;
- Providing you services including venue hire; and
- For site security.

We may also use your personal data to allow us to comply with our legal and regulatory obligations

4. If you do not provide your personal data

If you do not provide all of the requested personal data then we may not be able to fulfill all or part of what you have instructed is to do and we may have to prevent access to our premises.

5. How long we keep your personal data

Your personal data will be retained for as long as necessary to fulfil the purposes for which we collected and to fulfil and legal, financial, accounting or reporting requirements.

Any CCTV data is retained in accordance with our CCTV policy.

6. Credit/debit Card Information

If you use a debit or credit card to purchase from us, we will ensure that this is carried out securely in accordance with industry standards.

7. Changes to this privacy notice

We reserve the right to update this privacy notice at any time and we will provide you with a new privacy notice when we make any substantial changes. We will also notify you in other ways from time to time about the processing of your personal data.

8. Your Rights

You have the following rights regarding your personal data:

- you have the right to request access to your data;
- you have the right to correct your data if it is incorrect;
- you have the right to obtain from the controller the erasure of your data;
- you have the right to object to your data being processed.

If you wish to exercise your rights please contact the Trust's company secretary at the address above.