

# Tarling Road Community Hub

## Hire Agreement

### Terms and Conditions of Hire

The Centre is managed and operated by YMCA London City and North, formerly City YMCA, London ("YMCA").

These terms and conditions apply from January 2022 until further notice.

These Terms and Conditions shall apply to any Hiring of Facilities at the Tarling Road Community Hub and must be read in full before any booking is confirmed. Upon receipt by the YMCA of a signed copy of the Booking Agreement, email booking or completed online form and Terms and Conditions of Hire, the Hirer shall be bound by and shall comply with the Terms and Conditions of Hire from the date of booking until the conclusion of the hire.

### 1. APPLICATION FOR HIRE

1.1. "The Facility" or "The Facilities" shall refer to the part of Centre as booked by the Hirer and specified in the Booking Agreement.

1.2. "YMCA Equipment" shall refer to equipment that is owned or operated by the YMCA.

1.3. "Centre Manager" shall refer to the YMCA's duty officer who is responsible for the Facilities or such other person authorised to act on behalf of the YMCA.

1.4. All applications for the hire of the Facilities shall be made to The Centre. The individual making the booking shall be considered the hirer, unless the booking is made on behalf of an organisation, then the organisation shall be considered jointly and severally liable in respect of the booking. Any booking in the name of a company, club or society must have an appointed responsible person. Any individual named as the Hirer must be over 18 years of age.

1.5. The acceptance by the YMCA of the application does not constitute a Contract for booking, unless and until payment has been received by the YMCA and the booking confirmed in writing. The signatory of this application should, when signed on behalf of a club or organisation states his/her relationship to the club or organisation and have the authority to sign on its behalf.

1.6. The YMCA reserves the right to refuse any application for the use of the Facilities and/or YMCA Equipment.

1.7. All hirers agree to abide by the values and ethos of YMCA.

1.8. It is the hirer's responsibility to read all the Hub's policies outlined on the Booking Form. The hirer should disseminate these policies to attendees as deemed appropriate.

## **2. USE OF THE FACILITIES**

2.1. The Facility is a "no smoking" venue.

2.2. The right to use the Facilities or YMCA Equipment is not transferable. The Hirer shall use the Facilities only for the purpose expressed in the booking.

2.3. In addition to the room hired, hirers are permitted to access to the communal areas including the downstairs kitchen, reception area, toilets and outside spaces. Hirers should be mindful that other groups may also be using these communal facilities at the same time. Hirers are not permitted to use rooms on the east side of the building or equipment in them, other than the downstairs toilet facilities, without express permission. Hirers must not use the upstairs kitchen. Hirers should use the south entrance on Tarling Road unless there is a good reason to use the north entrance, e.g. mobility issues/disabilities.

2.4. No event booking shall operate past 10.30 pm. All clearing up must be concluded before the building is closing down. If further time is required to clear up and pack away, then the event will need to finish earlier so that the locking up time is not breached.

2.5. The Hirer shall be responsible for tidying the Facilities that have been hired. This will include:

2.5.1. All tables and chairs must be returned to their storage location.

2.5.2. All YMCA Equipment must be returned to their storage locations

2.5.3. All rubbish to be disposed of in the designated waste bins. There is a limit of three full rubbish bags per hirer. Anything over this must be removed from the premises by the Hirer.

2.6. The Hirer shall be responsible for leaving the Facilities, including toilets, in a clean and tidy condition at the end of the hiring.

2.7. Any children using the toilet or changing facilities must be accompanied by parents, guardians or Hirer's staff.

2.8. In the event that a storage space has been agreed with the Centre Manager, the Hirer shall comply with the Centre Manager's directions as to the use of that storage.

2.9. No dogs are to be brought onto the premises except guide dogs.

## **3. RESTRICTIONS ON USE OF THE FACILITIES**

3.1. The following activities are not permitted under any circumstances:



- 3.1.1. Gaming, gambling and associated activities,
- 3.1.2. Any illegal or immoral purposes,
- 3.1.3. Anything that is not conducive or suitable for a residential area,
- 3.1.4. Anything that might, in the opinion of the Centre Manager, cause harm, criticism or damage to the YMCA's reputation.
- 3.2. The following are not permitted to be used:
  - 3.2.1. Any electrical item that requires greater than a 13amp fuse,
  - 3.2.2. Smoke Machines,
  - 3.2.3. Snow Machines,
  - 3.2.4. Bubble Machines,
  - 3.2.5. Indoor Fireworks,
  - 3.2.6. The burning of incense sticks and shisha pipes,
  - 3.2.7. Such other equipment or practices that the YMCA may reasonably specify.
- 3.3. The following are not permitted unless agreement has been received from the Centre Manager prior to the day of the booking and subject to any instructions that the Centre Manager may have given:
  - 3.3.1. Candles,
  - 3.3.2. Roller skating,
  - 3.3.3. Bouncy Castles (providing that adequate insurance has been arranged by the Hirer),
  - 3.3.4. Articles producing an offensive smell.
- 3.4. The Hirer shall not carry out any alterations to the Facilities or YMCA Equipment without prior written consent from the Centre Manager.
- 3.5. The premises must not be defaced in any way using the following:
  - 3.5.1. Bolts,
  - 3.5.2. Screws and nails,
  - 3.5.3. Tacks, or by any other means,
  - 3.5.4. Sellotape, gaffer tape, any sticky and hard to remove substances etc.
  - 3.5.5. Other fixings etc. that would cause similar damage.



3.6. The use of photography or video equipment in any communal area is not permitted without written permission.

3.7. Offices will only be available during office hours, with access to the Centre premises provided by YMCA, unless specific arrangements are agreed.

3.8. Hirers, including of co-working desks, accept that other activities may be taking place in the multi-use building.

#### **4. SUB-LETTING**

4.1. The Hirer shall not assign or sub-let any part of the Facilities, otherwise the Booking will be cancelled and the charges paid forfeited.

#### **5. PAYMENT OF CHARGES**

5.1. Payments shall be made by direct debit or BACS.

5.2. All charges must be paid at least fourteen (14) days in advance of the Booking. Failing this, bookings may be cancelled. In the case of block / open-ended bookings, the remainder will be cancelled forthwith in the event of non-payment. Bookings should not be considered to be confirmed, unless in writing, following receipt of full payment.

5.3. The YMCA reserves the right to vary charges without notice up to the time when the booking is confirmed.

5.4. The period of hire includes the setting up and clearing of the space that has been hired. Any extra use of the hired area or use of an extra space not agreed within this agreement, will be charged at the full hourly rate applicable at the time of hire.

5.5. Regular bookings under six months will operate on a month by month contract and each party will be required to give one month's notice of termination or specify at the time of booking that they will not be renewing the contract.

5.6. Regular bookings that are for six months or more will be reviewed every three months and each party is required to give two months written notice of termination.

5.7. Room hire and fees will be reviewed periodically.

#### **6. CANCELLATION**

6.1. By the Hirer – in the event that the Hirer cancels a booking, the full charge will be payable unless a replacement hire booking is obtained in which case the YMCA, at its discretion, may waive up



to 50% of the hire charge. When such cancellation is made by the Hirer who is a regular booking, the YMCA may, at its absolute discretion, waive payment of the hire charge provided that the Hirer gave the Centre Manager not less than fourteen (14) days' notice of such cancellation.

6.2. By the YMCA – the YMCA reserves the right to withdraw the Facilities or parts thereof from the use of the Hirer at its discretion. Save for cases of emergency or circumstances outside of its control, the YMCA shall give four weeks' notice to the hirer. The YMCA shall refund any hire charge paid in respect of the cancelled Booking other than in the case of termination for inappropriate or improper use. The YMCA shall not be responsible for any other losses.

6.3. The YMCA shall have the right to terminate or adjust the Hiring summarily or otherwise if, in its opinion, inappropriate or improper use is being made of the Facilities hire and the YMCA may, as a result, at its discretion adjust the hire charge accordingly.

## **7. HEALTH AND SAFETY**

7.1. Nothing is to be done which will endanger the users of the Facilities or invalidate policies of insurance relating to it and its contents. In particular, the Hirer shall:

7.1.1. Ensure that gangways or exits are not obstructed,

7.1.2. Fire exits and fire routes are kept clear and are only opened in an emergency,

7.1.3. Not load or unload equipment via external fire exits unless agreed by the Centre Manager,

7.1.4. Co-operate with any fire drills,

7.1.5. Be fully conversant with the fire evacuation procedures,

7.1.6. Use fire-fighting apparatus only for its intended purpose and report any misuse,

7.1.7. Call the Fire Brigade if there is an outbreak of fire,

7.1.8. Ensure that the public are not endangered,

7.1.9. Not bring any portable heating appliances to the Facilities,

7.1.10. Ensure that any electrical equipment (with an up-to-date PAT certificate) that is brought to the Facilities complies with the appropriate standards,

7.1.11. Have a first aider available and report any accidents or incidents to the Centre Manager so that the YMCA is advised of any accidents or incidents that take place on its premises,

7.1.12. Ensure that no highly flammable substances are brought into, or used in, any part of the Facilities,

7.1.13. Follow the reasonable instructions of the YMCA, its Centre Manager or other authorised persons in the safe and suitable use of the Facilities.



7.1.14. The hirer shall abide by any Special Measures, including in respect to health and safety instructions and in relation to any restrictions, given by YMCA. These may, for example, relate to pandemic-related restrictions such as capacity numbers, hand sanitising, face coverings and one way systems, applying at the time. Failure to comply could result in the immediate termination of the hire agreement.

## **8. LIMIT OF NUMBERS / ROOM CAPACITIES**

8.1. The Hirer shall at all times comply with the limit of number of persons to be admitted to the Facilities as set out.

8.2. The Hirer shall be responsible for ensuring that these numbers are not exceeded. They have been set so that the Facilities can be safely evacuated in the event of an incident.

## **9. ENTRY PROCEDURES, SUPERVISION, GOOD ORDER AND CONTROL**

9.1. The Hirer shall be responsible for signing in at Reception before the session begins and signing out once the session finishes. They will make sure there are entry procedures in place for people attending the sessions and a suitable pre-agreed holding area for parents and children.

9.2. The Hirer shall ensure good order and control are being maintained throughout the period of Hiring and for ensuring that no nuisance or noise to the other service users is caused.

9.3. The Hirer or other person in charge of each activity shall not be under 18 years of age and shall be at the Facilities for the entire period of hire or duration of the activity. He/she must not be engaged in activities or duties that prevent him/her from exercising general supervision. The Hirer must ensure that he/she nominates a responsible person to take charge of their group in the event of a fire evacuation so that all participants can be accounted for and any missing people notified to the Fire Brigade.

9.4. The Hirer or other person in charge of each activity shall ensure that all of his/her participants are given the fire safety briefing, know where the fire exits are and the location of the fire assembly point.

9.5. On hearing a continuous fire alarm all attendees must leave the building using the nearest fire exit and go to the meeting point stated in the fire evacuation information provided and await further instructions. Under no circumstances should the lift be used. Under no circumstances should the hirer re-enter the building until authorised by a member of staff.

9.6. When the Facilities are used for the purposes of public entertainment, the Hirer must have a minimum of two stewards / responsible persons on duty; neither of whom are to be under the age of 18 years. Those stewards / responsible persons:

9.6.1. Must be easily identifiable,



9.6.2. Must make themselves familiar with all exit routes, evacuation procedures and assembly point,

9.6.3. Must not be engaged in any duties that detract them from their stewarding duties,

9.6.4. Must have been adequately briefed on their responsibilities prior to the event commencing.

9.7. The Hirer must ensure that it maintains suitable and sufficient risk assessments for the activities that they carry out at the Facilities. The Hirer will ensure that the YMCA is provided with copies of those risk assessments.

## **10. PARTICIPANTS AND SPECTATORS**

10.1. The Hirer shall be responsible for the administration, organisation and running of the activities and shall be liable for any claims resulting from any failure thereof.

10.2. Hirers of any part of the Facilities shall accept full responsibility for the control of admissions and shall be responsible for restricting unauthorised persons from admission. The Hirer shall be responsible for ensuring that an appropriate behaviour code is communicated to those participating in his/her Booking and is adhered to.

10.3. Arrangements should be made by the Hirer regarding assisting those persons who may require additional help within a fire evacuation; such as wheelchair users, people with impaired vision and hearing, who may be attending the function.

10.4. The Hirer is required to keep a list of attendees. In the unlikely event of a fire, this list will enable the Fire Service to account for all persons attending the Function.

10.5. Cars must not be parked so as to cause an obstruction at the entrances to, or exits from, the building or cause a public nuisance.

10.6. All seating arrangements shall be discussed with the Manager at least seven (7) days in advance of any Booking. All seats shall be arranged and left with sufficient gangways to afford proper means of exit and the Hirer undertakes to keep such gangways and all passages and exit doors free from obstruction.

## **11. RIGHT OF ADMISSION AND POWER TO EVICT**

11.1. The YMCA reserves the right at its absolute discretion to refuse admission to the Facilities by any person and to remove or cause to be removed any person from the Facilities.

11.2. The Hirer shall permit the Centre Manager, duly authorised officers and staff of the YMCA and Police Officers on duty, free access to all parts of the Facilities during the hiring.



## **12. HIRERS' EQUIPMENT**

12.1. When bringing equipment and/or property into the building, the Hirer must ensure that the same is safe and fit for purpose. In the case of electrical equipment the Hirer must ensure they have a valid and current Portable Appliance Test label attached. In the case of other equipment that requires safety certification, the Hirer shall ensure that all certification is in place.

12.2. Any equipment or property belonging to or under control of the Hirer is brought into the building entirely at the Hirer's/Owner's risk and the YMCA will accept no liability for any loss or damage to any item howsoever caused.

12.3. Any items left on the premises may be disposed of immediately after the hire period has ended unless otherwise agreed.

12.4. If hiring any entertainment facility such as DJs, gymnastics equipment, bouncy castle, activity equipment etc., then the responsibility for that rests with the Hirer. Any externally hired equipment used must be used in accordance with the manufacturer's instructions, have the necessary safety certificates, be staffed by suitably trained / competent persons and have effective and adequate public liability insurance in force. The Centre Manager must be provided with a copy of their Public Liability Insurance prior to the booking. Furthermore, the Centre Manager has the right to terminate any activities that do not conform to the standards set out in this clause.

12.5. The Hirer's own equipment or property may only be stored with the prior consent of the Centre Manager and entirely at the risk of the Hirer. The YMCA will accept no liability for any loss of or damage to any items howsoever caused. All items stored should be labelled.

12.6. The YMCA reserve the right to prohibit the use of equipment that is brought to the Facilities by the Hirer or his/her agents if, in the view of the Centre Manager, that equipment is unsafe, does not have the necessary safety certificates or other similar safety related issues.

## **13. INSURANCE AND INDEMNITY**

13.1. The Hirer shall use the Facilities entirely at his/her own risk and the Hirer shall be liable for and indemnify the YMCA against any claims, actions, demands, proceedings or costs whatsoever arising out of or reason of or in connection with the hire of the Facilities.

13.2. The YMCA cannot accept responsibility for damage to, or the loss or theft of, any vehicles, bicycles, items of equipment or other personal belongings.

13.3. The Hirer shall be responsible for ensuring that he/she has sufficient insurance cover in place for the activities that are intended to take place during the Booking at the Facilities. This may include:

13.3.1. Public liability – for example, covering the activities that are being undertaken – minimum £2,000,000.





13.3.2. Employer's liability – for example, in respect of any persons employed to lead activities – minimum £10,000,000

13.3.3. Equipment / contents cover – for example, in respect of any equipment or contents that are used or left at the Facilities,

13.3.4. Activity cover – for example, use of hired equipment such as bouncy castles etc.

13.4. For the sake of clarity, the YMCA's insurance cannot be extended to cover the Hirer's activities. It is the Hirer's responsibility to ensure that they have its own and sufficient insurance cover in force.

#### **14. LOST PROPERTY**

14.1. Valuables and clothing may only be deposited at the Facilities at the owner's entire risk and the YMCA will not accept responsibility or liability in respect of any loss or damage to any property or articles thus deposited by the Hirer or any other person howsoever caused. The YMCA reserves the right to dispose, as it thinks fit, of any property left on the premises, if such property is not claimed within one month of discovery.

#### **15. LICENSING**

15.1. The Hirer must observe the conditions contained in the Premises licence granted to the YMCA.

15.2. No illegal drugs may be brought to, or consumed on, any part of the premises.

15.3. No alcohol is to be sold on the premises; if alcohol is to be served for an event this must be with prior agreement with the Centre Manager.

15.4. It is the responsibility of the Hirer to ensure that they are in possession of all necessary licences in respect of activities such as:

15.4.1. Performance of copyright music,

15.4.2. Performance of recorded music,

15.4.3. Showing films and videos,

15.5.4. any royalty fees,

15.4.5. photocopying or copying printed materials,

15.4.6. any other activities for which a licence is required

15.5. The Hirer shall not apply for a licence in respect of the Facilities without the consent and permission of the YMCA.



15.6. The Hirer shall be liable for any loss or other claim which the YMCA may receive against the Hirer arising out of any breach of this clause.

## **16. LEGISLATION**

16.1. The Hirer must comply with all by-laws, current legislation and statutory requirements including copyright relating to the Facilities or to the purpose of Hire.

16.2. All Hirers will be told that all music is to cease 30 minutes before the closing time.

16.3. No Hirer may undertake their own catering arrangements within the Facilities without being in possession of a current Basic Food Hygiene certificate.

## **17. SAFEGUARDING CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS**

17.1. YMCA is committed to promoting best practice and ensuring that Children, Young People and Adults at Risk are free from harm and abuse. Where harm and abuse is recognised or suspected, YMCA expects any staff or volunteers connected with this project to respond and refer in accordance with our Policy and operational procedures. YMCA safeguarding policy applies to all aspects of the project and all work carried out under this agreement.

17.2. By hiring, you confirm that they have read and understood our Safeguarding Policy and Procedure and agree to abide by it. The policy will be made available by the Centre Manager.

17.3. Where activities take place that involve children, young people and adults at risk (previously termed 'vulnerable adults'), it is the Hirer's responsibility to safeguard their wellbeing. The Hirer shall be responsible for ensuring that all necessary care and attention is paid to safeguarding matters to prevent these groups from harm.

17.4. It is the Hirer's responsibility to ensure that only fit and proper persons have access to children, young people and adults at risk and that these people are in attendance at the activity. This should include enhanced DBS checks where required.

17.5. YMCA reserves the right to require the Hirer to provide copies of the policies, procedures and DBS checks to ensure that robust safeguarding procedures are in place.

17.6. Young people under the age of 17 must always be supervised by an adult.

## **18. DATA PROTECTION/GDPR**

18.1. You agree that any information that you provide about yourself to the Organisation and that the Organisation may acquire about you during the course of this contract may be used and disclosed



by the Organisation for administration and management purposes in relation to this contract. You agree to keep the Organisation informed of any changes to your personal data.

18.2. In order to keep and maintain any records relating to this contract under this Agreement it will be necessary for the Company to process personal data relating to you on computer and in hard copy form. Examples of personal data that we will process about you includes (but are not limited to) your contact details (name, address, personal email, home telephone number, personal mobile).

18.3. To the extent that it is reasonably necessary in connection with the contract and the Company's responsibilities this data may be disclosed to others, including other Senior employees of the Company or any Group Company, the Company's professional and legal advisers, HMRC or other taxation authority, the police and other regulatory authorities.

18.4. We will obtain your separate and specific consent regarding the processing of sensitive personal data for example your religious beliefs, your ethnic or racial origin and information relating to your physical and mental health and you can refuse or withdraw your consent.

## **19. DAMAGE AND LOSS**

19.1. The Hirer shall be responsible for and shall compensate the YMCA for any loss or damage caused to the Facilities or any part thereof or to any furniture, fixtures, fitting or other property of the YMCA therein during its use of the Facilities.

19.2. The Hirer shall further compensate the YMCA for any loss sustained by it by reason of its inability to let any part of the Facilities during the time necessary to repair or make good such damage.

19.3. The YMCA shall not be liable for any loss or damage suffered by the Hirer where the use of the accommodation is rendered impossible by reasons of accidental, strike, lock-out, fire / building evacuation on the grounds of safety or other like causes, or by failure of the heating, lighting or electrical facilities or because of events which are beyond the control of the YMCA.

19.4. The Hirer shall be responsible for inspecting the Facilities and any YMCA Equipment prior to its use and ensure that it is satisfied that they or it is fit for purpose. The YMCA shall not be liable for any loss or damage suffered by the Hirer or their customers or users in respect of the Facilities or any YMCA Equipment that is used by the Hirer in the course of their activities.

19.5. The hirer must notify City YMCA London in respect of any damage to the property, fixtures, fittings, furnishings, keys, equipment, stock or any other item.

## **20. EQUALITIES**

20.1. The YMCA provides the Facilities and delivers services on an equal opportunities basis so that all members of the community are treated fairly and with dignity and respect. The Hirer is expected to uphold those principles in the course of any use of the Facilities.



## **21. COMPLAINTS**

21.1. Any complaints with regard to the management and control of the premises must be made in writing according to the relevant procedure.

## **22. GENERAL**

22.1. The booking and these Terms & Conditions shall constitute the entire agreement between the parties and shall supersede any previous contract, document, representation or understanding relating to the Parties in respect of the Facility and its hire.

22.2. Except where agreed in writing, no variation, extension or amendment of these Terms & Conditions shall apply unless approved by a duly authorised YMCA representative.

22.3. The YMCA's maximum aggregate liability in contract, tort, negligence or otherwise arising out of, or in connection with any Booking Agreement and / or these Terms & Conditions will be limited in aggregate to the value of the fees paid in the preceding three months, or if in respect of a single booking, the fees paid in respect of that booking.

22.4. The Hirer shall not use the YMCA's logo or branding without the prior consent of the YMCA.

22.5. The booking and these Terms & Conditions do not confer or purport to confer any benefit on any third party. In particular, rights that would otherwise arise in favour of third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

22.6. The booking and these Terms & Conditions shall be governed by and construed in accordance with the laws of England.

