# **Hire Agreement for Rooms and Equipment**

All lettings of YMCA Essex’s premises or any part of them are subject to the following conditions. Entry on the premises by or on behalf of a Hirer for the purpose of a hiring constitutes acceptance by the Hirer of them.

# Upon agreement to the principle of the hiring by the Chief Executive or Corporate Services Manager at YMCA Essex, the Hirer will be required to sign both copies of the Booking Agreement and agrees to the Use of Premises document which outlines what rooms/equipment are/is being hired on an ‘as seen basis’ wherever possible. Equipment being hired will be set out in the use of premises letter.

|  |
| --- |
| **Terms & Conditions of Hire** |

It is a general condition that the rooms and equipment being hired should be seen before any hire agreement is signed.

1. YMCA Essex retains the right for its **‘Senior Managers’** to enter and /or inspect any ‘hired’ premises at any time.
2. The **HIRER** shall, during the period of hiring be responsible for the supervision of the Premises, protection of the fabric and contents, behavior of all persons using the premises in whatsoever capacity during the hire period.
3. The **HIRER** shall be responsible for ensuring all Health & Safety provisions are covered for the period of hire, that they have prepared and actioned appropriate risk assessments and restrict sound levels to comply with current legislation.
4. **The HIRER shall be responsible for obtaining any licenses necessary in connection with the Hiring e.g. Copyright, Performing Rights, Public Entertainment, proof of current PAT Testing of own equipment, public liability insurance etc**. **and be willing to provide copies of certificates.**
5. The **HIRER** shall not sub-let or use the premises for any unlawful purpose or in any unlawful way nor bring on to the premises anything which may endanger the premises or their users.
6. The **HIRER** shall be responsible for ensuring they have adequate **Public Liability** insurance cover fortheir activity.
7. The **HIRER** will indemnify the YMCA Essex in respect of any loss, liability claim or proceedings whatsoever arising under statute or common law for death or personal injury to any persons whomsoever or damage to property arising out of or in the course of the hiring except where such liability, loss or damage results from the negligence of the YMCA or its employees.
8. Premises are expected to be vacated by the agreed time of the Hire agreement and left in a clean and satisfactory condition.
9. The **HIRER** shall indemnify the YMCA Essex for the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during or as a result of the Hiring. We reserve the right to charge for damages.
10. The **HIRER** or person in charge of the activity shall not be under the age of 18 and shall be on the premises for the entire period of hire, or duration of the activity. The person in charge shall not be engaged in other duties which may prevent them from exercising general supervision. If the **HIRER** is unable to attend a named nominated person should be responsible, the nominated person should also sign the Booking agreement. The nominated person may be the second key holder.
11. YMCA Essex has a No Smoking policy on its premises and no drugs substances are allowed. Alcohol may be brought onto the premises under the control of the hirer and subject to the agreement of the Chief Executive, but it may not be sold at any time.
12. No betting or gambling shall be done on these premises without the prior agreement of the Chief Executive prior to the event.
13. The display of advertising materials both externally and internally at the premises is at the discretion of the Deputy Housing Manager or Housing Manager and must be agreed prior to the event.
14. No alterations to the fabric, fittings or furnishings of the premises are permitted.
15. No responsibility will be accepted, or compensation paid in the event of loss or damage being suffered by the **HIRER** on account of a failure of the lighting, heating or any other equipment of the premises.
16. All damage must be reported in writing to YMCA Essex within 48 hours.
17. YMCA Essex does not accept any responsibility for any articles of property left by the **HIRER** or members of the public on any hired YMCA premises.
18. The **HIRER** shall be liable for any loss or damage which may occur to any hired premises or equipment during the period of hire or arising out of the hiring.
19. The **HIRER** undertakes to pay the YMCA on demand any costs of making good any aforementioned loss or damage. This includes breakages or loss of equipment.

|  |
| --- |
| **Health & Safety** |

1. The **HIRER** shall ensure that all people attending the event are made aware of Fire Exits and procedures for evacuation. Nothing should be used or brought in to the building that might cause a risk of fire.
2. Fire Exits must be kept clear at all times.
3. The **HIRER** shall ensure that they are aware of the location of the fire extinguishers and evacuation procedures. The Fire Brigade MUST be called to any outbreak of fire however slight and details provided to YMCA Essex within 8 hours.
4. The **HIRER** is expected to provide their own First Aid Boxes and person responsible for first aid and should call the emergency services to an incident at their discretion.
5. If there is an incident that requires hospitalization the **HIRER** must make a report to RIDDOR (please see the RIDDOR website for further explanation [www.riddor.gov.uk](http://www.riddor.gov.uk) ). YMCA Essex should also be advised within 24 hours of the incident.
6. All electrical equipment brought into the premises other than the property of YMCA Essex shall comply with the current Electricity at Work Regulations legislation.
7. The **HIRER** is responsible for returning equipment and furniture to their original positions at the end of each hiring session. The premises must be left clean, tidy and clear of litter. All doors and windows must be secured, all heaters, lights, fans and other electrical equipment must be turned off and where appropriate the building alarm must be set. Failure to comply with this may result in a surcharge equivalent to one hour of hire in addition to the Hirers agreed booking fee.

The number of persons using any hired YMCA premises shall not exceed the following parameters: -

|  |  |
| --- | --- |
| **Location** | **Max amount of people** |
| Colchester Community Hall | 110 people (Theatre Style) or 55 people (Boardroom Style) |

|  |
| --- |
| **Financial Data including Room Hire & Donor/Fundraising - GDPR** |

Whether you are a Creditor, Debtor, Donor, Fundraiser or Room Hirer we will gather personal information (data) about you. In gathering and using this data YMCA Essex is committed to protecting all individual’s rights of freedom and privacy and meeting the requirements of the General Data Protection Regulation 2018 (GDPR)

**What personal data will we collect about you?**Upon contractual agreement for services will collect, but is not limited to, the following personal data on you/your company:

* Personal details – Name & Address of you or your company, signatures
* Contact details – Address, email address, phone number
* Financial details – Name and address of bank, sort code, account number, purchase order numbers, signatures, NI Number, Tax Payer status (for claiming Gift Aid)

It is your (the Data Subjects) responsibility to let us know of any personal data that has changed or is not correct. We will send out a copy of the information we hold on you annually and we ask you to ensure the data is accurate and make any changes required.

**How will we process your personal data?**We will hold and process your personal data for the following reasons:

* To be able to contact you or the company
* To take payment for services provided
* To pay for services you have provided

**The lawful basis for processing personal data**

| **Purpose of data** | **Lawful basis for processing including basis of legitimate interest** |
| --- | --- |
| To register you as a new service user | * Performance of a contract with you
* Necessary to comply with a legal obligation
 |
| To register us as a new service user with you | * Performance of a contract with you
* Necessary to comply with a legal obligation
 |
| To manage our ongoing relationship with you which may include: - Notifying you about any changes - Providing support services in relation to our core service- Asking for feedback | * Performance of a contract with you
* Necessary to comply with a legal obligation
* Necessary for our legitimate interests (to keep our records updated and to analyse how customers use our products)
 |
| Manage third party involvement | * Performance of a contract with you
* Necessary to comply with a legal obligation
 |

Most of the personal information we gather, process and hold about you is mandatory and is required by us to provide you with the contractual services you require. By signing our forms, you are adhering to this process. If we wish to hold or process data for a specific task that is not required for legal reasons we will ask you for your consent. As this would be optional data you can consent or not.

Without allowing **YMCA** Essex to collect and process your personal data required under the contractual lawful process, we may not be able to fulfil your contract.

 **Who collects your data?
YMCA** Essex collects the data directly from you. This is obtained upon the start of a contract or service.

 **Sharing your personal data**Your personal data will be treated as strictly confidential and may be shared only with the following third parties:

* Barclays Bank
* External Auditors
* HMRC

**YMCA** Essex has an information sharing consent form. If we felt the information we held about you would enable you to have support of a varying nature we would ask you to sign this form.

**Data Storage**
The personal data you have provided us with is stored at the location of its intention. We store data on our computer systems and in paper form. Paper form data is stored behind locked doors (offices, cupboards and filing units). Computer systems are set up with passwords and have limited access permitted to them.

**YMCA** Essex complies with its lawful obligations under the GDPR by:

* Keeping personal data we hold up to date
* Storing your data safely and securely
* Destroying out of date or unrequired data appropriately
* Allow trusted data processers only to deal with your data
* We will not retain unnecessary amounts of data
* We will protect your personal data from loss and misuse
* We will ensure that IT protocols are in place to protect personal data we hold about you on computers

**Data retention**We will only hold information that is required under contract and we will hold it for the following periods.

**Business/Service contracts and arrangements -** The Limitation Act 1980 (Section 5) states that all business contracts, agreements and other arrangements need to be safely stored for the length of the contract and for six years afterwards**.**

**VAT -** The VAT Act 1994 (Schedule 11, paragraph 6) and HMRC Notice 700/21
October 2013 require us to keep these records for a minimum of six years from the date they were made.

|  |
| --- |
| **Room Hire Rates & Discounts**  |

 **Room Charges**Rooms will be charged at £15 per Hour

**Additional Costs**

Tea, Coffee + biscuits - £1.50 per person per session (pre- booked only)

Flip Chart - £5 per session

Any other equipment - £5 per item

 **Charity Rate**A deduction will be made to Churches or Charities of 10% per booking. You must provide your Charity Number for this to apply.
 **Multi – Booking Discount**A discount of 15% will be applied to your account if you are a regular booker. To qualify as a regular booker, you will need to Hire the room one day per week or more for at least 20 consecutive weeks. (this can be booked in advance to receive this discount)

**Prompt & Cash Payment Discount**

Bookings paid for on the same day as they are made will be offered a discretionary 10% discount. Bookings paid for in cash will also be offered a discretionary 10% discount.

**Maximum discount for any hire will be 35%**

**Termination/Cancellation of Booking: -**

Bookings cancelled with one calendar months or more notice will be refunded in full. Any bookings cancelled with less than one calendar months’ notice will be subject to a cancellation fee of 50%. Bookings cancelled with less than 2 weeks’ notice will be subject to a 100% cancellation fee.

**One-Off Bookings**

Payments are made in advance for One-off bookings, if a booking is cancelled within one week of the booking there will be no refund, if more notice is given there will be a 50% refund.

**Regular Bookings**

Regular bookings (weekly/monthly) should be paid for 1 month in advance, Termination of the booking – one month’s notice is required, along with that month’s fee.

**Longer Term bookings (over 6 months)**

Generally, the same principal as Regular bookings, but terms will be agreed at the start of the Hiring Agreement.

**Failure to attend.**

All regular and long-term bookings will be subject to usual hire fee if the hirer does not attend at their pre-booked time without cancelling as per the cancellation clause as above.

**All Fees will be reviewed annually – 1st April**

Any other requirements please contact the Senior Management Team.

The YMCA Essex reserves the absolute right to cancel any ‘Booking Agreement’ at any time upon giving due notice in writing, for bookings longer than one month, a month’s notice would normally be given, notice may be waived in exceptional circumstances. For shorter ‘Booking Agreements’ a week’s notice will be given.

**HIRING AGREEMENT**

|  |  |
| --- | --- |
| Hirer’s Name |  |
| Name of Group/Company |  |
| Address |  |
| Telephone No |  |
| Email address |  |
| Charity Number or Church |  |
| Date of booking to start |  |
| Date Booking to end |  |
| Booking Times |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **DATE(S) OF HIRE** | **TIMES****From**  | **TIMES****To** | **PURPOSE** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **FACILITIES REQUIRED** |  |  |
| Please specify how many chairs / tables required and any additional facilities needed |  |
|  |  | **CHARGE AMOUNT** |
| Hall hire per hour | £15.00 X Number Hours |  |
| Hall hire up to 5 hours | £60.00 |  |
| Hall hire up to 10 hours | £110.00 |  |
| £50 Deposit / £250 where alcohol involved | £50 or £250 returnable |  |
| **ELIGIBLE DISCOUNT** |  |  |
| Booking lasting 20+ weeks. | 20+ weeks less 15% |  |
| UK registered Charity – charity number must be supplied. | Registered Charity less 10%.Charity number |  |
| Payment made in cash prior to booking. | Payment in cash less 10% |  |
|  | TOTAL HIRE CHARGE |  |

YMCA Essex will confirm the above booking by a return CONFIRMATION email or letter, which will constitute a confirmation of the booking. Fee will be payable at this time in order to secure any discounts.

**The Main Hirer should sign the following receipt/declaration as agreement to the Conditions of Hire.**

* Safeguarding - I am aware of the need to safeguard the welfare of children and young people and confirm that I have never been convicted or cautioned concerning a sexual offence against children or young people. I also understand that if I am providing a program for children that I or a suitably qualified person will be responsible for their welfare.
* I am aware of the Financial aspects of this contract.
* I am aware of the Data Protection aspects of this contract.

|  |  |
| --- | --- |
| Signature of Person responsible for Safeguarding |  |
| Signature of Hirer |  |
| Signature of YMCA Representative |  |

**For Office Use:**Date Issued: …………………………………………………

Entry on the premises by or on behalf of a Hirer for the purpose of a hiring constitutes acceptance by the Hirer of the Conditions of Hire.