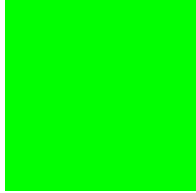


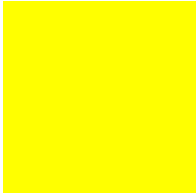


***'Changing  
and  
enhancing  
lives'***



# **Terms and Conditions for Hire Fylde Coast YMCA**

**Version 2.0  
August 2014**



***Serving the  
Community  
since 1922'***

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### **1. Hirer's Responsibility**

The conditions of hire as set out below shall remain in force until such time that the hire period has been completed. Should the Hirer cease to work for or be employed by the Organisation before the hire period has been completed then the Hirer must inform the manager that they no longer act as Hirer for that organisation and the organisation will immediately provide a new Hirer authorised to sign a new **Application for Hire of the YMCA, see page** . Failure to provide a new Hirer may result in the Hire Period being cancelled by the centre manager.

### **2. Correspondence**

All correspondence shall be addressed to the centre manager at the relevant centre.

### **3. Bookings/Payments**

Organisations must make an application in writing on the appropriate form, this being the Application for Hire of Fylde Coast YMCA, see page , this can be obtained from the relevant centre or the Fylde Coast YMCA Central Office, at least 28 days before the date required for hire. Seasonal block bookings may not exceed the period specified by the Fylde Coast YMCA.

Fylde Coast YMCA reserves the right to refuse any application for any hiring.

### **4. Subletting**

Subletting of a Fylde Coast YMCA facility is not permitted.

### **5. Venue**

In all correspondence and advertising the relevant centre or facility shall be referred to.

### **6. Hiring Fee**

The hiring fee for use of facilities shall be determined by the Fylde Coast YMCA. Fylde Coast YMCA reserves the right to alter charges without notice up to the time of confirmation of the booking with the hirer.

### **7. Admission**

- a. The centre manager will advise the hirer of the maximum number of admissions that will be allowed for any event. Under no circumstances will the hirer or organisation allow the maximum number of admissions to be exceeded.
- b. Any hirer may be required to produce evidence of membership of an organisation using the premises.
- c. If such evidence cannot be produced, a separate admission fee may be charged. The centre manager may refuse the admission of any person, or may require any person to leave the centre without giving reason for doing so, whether or not that person is a valid member of the organisation hiring centre.

### **8. Payment**

Our payment terms are 30 days from date of invoice. **Please see section 34 for full payment Terms.**

### **9. Cancellation by Hirer**

If a hire period is cancelled by the Hirer the site MUST be made aware 48 hours before the hire period is due to take place, if cancellation is done via phone the Hirer may be asked to also provide written confirmation. If a hire period is cancelled by the Hirer less than 48 hours before the hire period then the Hirer will incur a charge, if cancelled before 48 hours any deposits paid may be refunded, a request must be put in writing to the centre manager. The level of charge incurred will be site specific and will be determined on what facilities have been hired.

### **10. Cancellation by the Company**

- a. Fylde Coast YMCA reserves the right to cancel any booked period or hire period and to end a hire period at any stage during it.
- b. The hiring fee already paid in respect of any period cancelled or terminated will be refunded.
- c. Fylde Coast YMCA will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation or termination.
- d. The use of certain facilities within a centre during a hire period may be prohibited and/or varied by the Fylde Coast YMCA at any time and for whatever reason.

### **11. Equipment to be Borrowed or Hired**

The Hirer shall agree with the manager, no less than 14 days prior to the booked period, the equipment required to be used during the booked period. If available, Fylde Coast YMCA will provide the equipment at the applicable rate of hire. Should Fylde Coast YMCA be unable to provide the required equipment, the Hirer may, with centre managers agreement, be allowed to bring their own equipment to the centre in which case use of that equipment will be the sole responsibility of the Hirer.

### **12. Damage to or Loss of Property**

**Unless caused by its own negligence Fylde Coast YMCA accepts no liability for damage to, or loss of any property or articles or things whatsoever, placed or left in the centre or any part thereof, by an organisation, or member of any organisation, or any individual attending a minor or major event.**

### **13. Portable Electrical Appliances**

No portable, electrical appliance is to be brought into the centre and used in the centre without prior agreement, see point 12, of the centre manager. Any such appliance must have been inspected before hand in accordance with current Institution of Electrical Engineers Regulations and bear a dated sticker, or endorsement to that effect.

### **14. Property Left at the Venue**

Fylde Coast YMCA may remove and store any property left by the Hirer after the termination of the booking. If, after receiving notice, the Hirer fails to collect the property within 7 days, Fylde Coast YMCA may dispose of the property without further notice to the Hirer.

### **15. Damage Caused**

The Hirer shall on demand pay Fylde Coast YMCA, the reasonable amount incurred by the Fylde Coast YMCA in repairing or replacing as appropriate together with the Companies administration fee of 10% of the repair or replacement cost, any damage to the fixtures, fittings, apparatus, equipment, furniture or other contents thereof, by a person participating at the invitation of the organisation in the use of the facilities or premises (fair wear and tear excluded). The amount of such damage shall be certified by the company whose decision shall be final.

### **16. Indemnity**

The Hirer shall indemnify and keep indemnified Fylde Coast YMCA against all claims, demands, actions and proceedings in respect of death of, or injury without limit to, any person or damage to or direct or indirect loss or damage property belonging to any person during the course of, or in consequence of the hiring unless caused by Fylde Coast YMCA negligence.

### **17. Insurance by the Hirer**

- a. The Hirer shall at its own expense take out third party liability insurance with an insurance company of repute to cover loss of or damage to property (whether Fylde Coast YMCA or belongings to an individual) and injury and/or death of any person caused by the Hirer's negligence during the hire period or in connection with it.
- b. The Hirer will provide to Fylde Coast YMCA, at the time of signing the conditions of hire, a copy of the relevant insurance policy certificate by way of confirmation that this insurance has been arranged.
- c. The amount of cover required may vary from time to time, and may be set by the centre manager of the premises. The Hirer will be notified of the sum involved for the centre concerned.
- d. The Hirer is notified that the Fylde Coast YMCA insurance does not extend to property brought onto the premises in connection with the hire, in respect of fire, theft, loss or any other damage.

The Hirer should make separate insurance arrangements in respect of such matters.

### **18. First Aid Incident or Other Emergency Incident**

- a. In the event of an accident, incident and/or injury, the Hirer will at once alert a member of the centre staff, who will then take the appropriate action.
- b. A Hirer may be requested to provide additional first aid cover for larger events: this must be provided by a recognised organisation eg; Saint Johns Ambulance or the British Red Cross Society.
- c. All first aid treatments, incidents and emergencies must be recorded in accordance with Fylde Coast YMCA's current procedures.

## **19. Infringement of Copyright**

The Hirer shall indemnify and keep indemnified Fylde Coast YMCA against all claims, legal fees, court fees, damages, demands, actions and proceedings in respect of any infringement of intellectual property rights by an unauthorised public performance or use of recording apparatus or contrivance at the Centre by the Hirer or his agent.

## **20. Broadcasting and Filming Rights.**

No Hirer booking the Centre may grant broadcasting (sound or television) or filming rights without prior written consent of Fylde Coast YMCA. As a pre-requisite of consent being given, Fylde Coast YMCA reserve the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to take all or share any income and publicity derived there-from.

## **21. Performances**

The Hirer shall not play or permit any of their associates to play CD's, radios, tapes or perform any work, which will infringe the rights of any third party intellectual property. The Hirer shall obtain beforehand, and provide a copy to the centre manager, all proper licences in respect of such broadcasts or performances.

Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified Fylde Coast YMCA.

## **22. Photographs and Video Recordings**

Photographs for professional use and publication therefore must not be taken without prior permission of the centre manager. The use of video recording equipment is not allowed without written permission from the centre manager.

## **23. Advertising**

The Hirer shall not advertise or publicly announce any event to take place at the Centre without the prior written notice of the centre manager. The Hirer shall submit proofs of all intended advertising to the Manager prior to the event.

## **24. Catering**

Fylde Coast YMCA reserves to itself or its agents the right of sale of all refreshments in the Centre. The Hirer shall make arrangements with the catering manager for any special catering requirements not less than 14 days prior to the date of the booked period. Nothing must be done by the Hirer to break the provisions of the Food Safety Act 1990, as they apply to the Centre. The centre manager will provide instructions to the Hirer concerning food and/or drink to be brought onto the premises and made available for consumption by others.

## **25. Sale of Goods**

The Hirer shall not, without written permission of the centre manager sell, supply or offer for sale goods of any kind during the hire period at the Centre.

## **26. Intoxicating Drinks**

The Hirer is not permitted to arrange for, or permit the sale or consumption of alcohol on the unlicensed parts of the Centre without written permission of the centre manager. If permission is granted the centre manager will inform the Hirer of any licensing applications that need to be sought and granted by the authorities before the event takes place.

## **27. Notices**

The Hirer shall not display any notices or decorations (internal or external) without the express written permission of the centre manager.

## **28. Alterations to Fittings**

The Hirer shall not alter or interfere with any of the equipment or fittings of the Centre or the Centre's structure.

## **29. Gambling**

The Hirer shall not hold, or permit to hold any sweep stake, raffle or other lottery on the premises during the hiring of the facilities without permission from the centre manager.

### **30. Rules for Users**

The Hirer will do nothing to undermine the published rules for users of the Centre, for example in regard to vehicle parking, smoking, required activity dress and access by animals. The Hirer will use their best endeavours to inform all those involved in the use of the premises during the hire period of these rules and to encourage compliance with them.

The Hirer accepts that the centre manager reserves the right to exclude from the premises anyone breaking such rules and/or causing nuisance to other users of the Centre or those in near by premises.

### **31. Vacation of the Premises**

The Hirer must ensure that the hired part of the Centre and any equipment used is left clean and tidy and the equipment is in the same condition as found at the end of each booked session. Fylde Coast YMCA reserves the right to levy an additional cleaning charge if applicable. Damage to equipment will be charged to the Hirer at the cost of repair plus 10% administration fee as set out in point 14 above. If damaged equipment cannot be repaired then the full replacement cost will be charged to the Hirer.

### **32.A Health and Safety.**

The Hirer agrees to comply with the risk control measures that form part of the risk assessment for the premises, under the Management of Health and Safety at Work Regulations 1992. These measures include minimum qualifications for those leading, teaching, and coaching and/or supervising activities and compliance with the rules and advice of relevant governing bodies for particular activities.

### **32.B Site with Pool Hire Available**

Swimming pools are the subject of written Pool Safety Operating Procedures, including the Normal Operating Plan (NOP) and Emergency Action Plan (EAP). A separate document is to be completed for pool hire in accordance with current guidance from the Health and Safety Commission.

### **33. Breach of Conditions.**

The Hirer shall be responsible for ensuring that the conditions of hire are adhered to by all people's operating under the organisations name.

In the event of the Hirer breaching any of the Conditions of Hire, Fylde Coast YMCA may at the managers' discretion cancel bookings. The Hirer shall remain liable for all charges, including cancelled future bookings.

**Please see next page for Payment Terms**

## **34. Payments Continued**

### **1.0 Application for Hire of the YMCA**

- 1.1 An Application for Hire of the YMCA must be signed either when the booking for the facilities or service is made or a copy can be emailed/posted out. All bookings must include evidence and confirmation of who has confirmed the booking and also the individual who is the point of contact.

### **2.0 Payment Terms of Invoice**

- 2.1 Full payment is required for all invoices unless otherwise arranged in writing with the site Manager.
- 2.2 All invoices are due 30 days from the date of invoice\*
- 2.3 If payment is not received within 30 days\* the invoice will then become overdue.
- 2.4 If there is still no record of payment after 60 days the account with Fylde Coast YMCA will be frozen.
- 2.5 If after 90 days there is still no payment and your account is frozen you may not be permitted to use the site for any future bookings. Also Fylde Coast YMCA will be forced to take legal action, which could lead to court proceedings.

*\*In regards to payments of invoices that are usually made by 3<sup>rd</sup> party (council's funding) there will be a 14 day lenience on the 30 day due date it will then be from the 45<sup>th</sup> day of invoice being issued*

### **3.0 Errors and Queries**

- 3.1 If you feel that you have been incorrectly invoiced then you must contact the site immediately, so the invoice can be amended and a copy sent out within 2 working days.
- 3.2 If there are any disagreements with paying an invoice you must contact the site or Central Finance immediately to resolve the issue. Central Finance details are: Poulton Community Centre, Parrys Way, Poulton Le Fylde, Lancashire, FY6 7PU 01253 895115
- 3.3 If there are any problems with paying the invoice you must contact the site or Central Finance to discuss a possible payment plan.
- 3.4 If there are any areas of concern with the service/ facility provided and that which you have been invoiced for, you must contact the site or Central Finance immediately, so that the issue can be resolved.

### **4.0 Payment**

- 4.1 Payments can be made via business cheque, cash, BACS or switch.
- 4.1.2 Business Cheque Payments – must be made payable to FYLDE COAST YMCA.\*\*  
**Please note that Fylde Coast YMCA no longer accept personal cheques**
- 4.1.3 BACS Payments – must be paid into FYLDE COAST YMCA. Contact site for details. \*\*
- 4.1.4 Cash Payments – can be paid on site through the till.
- 4.1.5 Switch Payments – can be paid at some sites through the till or via telephone – for switch payments on site

or via telephone please contact the site first to ensure this service is available.

*\*\*for Cheque and BACS payments a remittance with the member ID, invoice and your company name must be sent to following address: FYLDE COAST YMCA, CENTRAL FINANCE OFFICE, POULTON COMMUNITY CENTRE PARRYS WAY, POULTON LE FYLDE, LANCASIRE, FY6 7PU. Failure to do so could lead to misallocation of payment.*

**Please see next page for the Application for Hire of the YMCA Confirmation of Agreement**

**35. Confirmation of Agreement**

Please fill in the details below and return to the site the booking is held or to Central Finance.



<b>Name of Hirer:</b>	
<b>Organisation:</b>	
<b>Address:</b>	
<b>Postcode:</b>	
<b>Tel No:</b>	

**Block Booking (Certain Amount of Weeks) / One off / Certain Future Dates**  
Please highlight where appropriate for your booking

<b>Date (s):</b>	
<b>Time (s):</b>	
<b>Equipment Required:</b>	
<b>Est. Number Attending:</b>	

.....

I have the authority to act on behalf of the above mention person/ company to bind them by signing this application.

I hereby agree to pay such hire, to observe and to perform all conditions relating to my hire of the Centre / Service.

I have received and red the list of Terms and Conditions Supplied to me and agree to adhere to them.

<b>Date:</b>	
<b>Signature of Hirer:</b>	
<b>Hirer Print Name:</b>	
<b>Signature of Site:</b>	
<b>Site Print Name:</b>	

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