



## **Bridgwater YMCA Foyer**

### **Terms of Hire**

#### **1. Objective and Scope**

These conditions will provide the guidelines for the hirer of the facilities from Bridgwater YMCA Foyer. All conditions will apply unless written agreement is sought with the Programmes Manager.

#### **2. Procedure details**

##### **Hirer**

- 1.1 The person, persons or corporate body making the application for the hire of any facilities from Bridgwater YMCA Foyer will be deemed to be the hirer throughout these conditions.
- 1.2 The hirer should be prepared to commit to a minimum of four consecutive weeks.
- 1.3 Additional charges for equipment hire may be incurred and will be at the discretion of the Programmes Manager.

##### **Application**

- 2.1 Application for the hire of the facilities must be made by the completion of the booking application form.
- 2.2 Bookings will only be accepted by the Programmes Manager.
- 2.3 Clubs hiring the facilities may be required to produce copies of their Liability insurance if deemed necessary by the Programmes Manager.

##### **Payment**

- 3.1 Payment for the hire period will be raised at the end of each month.
- 3.2 Payment must be received by the finance department by post or by hand. Payment can be made by cheque or cash. Cheques should be made payable to Bridgwater YMCA.

##### **Cancellation**

- 4.1 Should the hirer cancel a booking within 7 days to the booking date, the hirer shall pay Bridgwater YMCA Foyer the full amount of the hire term. In the event of the facilities being re-let, the fee will be refunded minus a £5.00 administration fee. Cancellations before 7 days may lead to the hirer receiving a full refund however this is to the Programmes Managers discretion.
- 4.2 Bridgwater YMCA Foyer reserves the right to:  
  
Refuse any application for hiring without giving a reason for such a refusal.

Close, or prohibit the use of any of the facilities at any time. All monies paid in respect of a booking cancellation in accordance with this condition will be refunded, but Bridgwater YMCA Foyer will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the hirer arising from the cancellation.

### **Public safety**

- 5.1 Any hirer working with children and vulnerable adults wishing to use non centre staff should have carried out Criminal bureau checks (CRB). Copies should be presented prior to the booking commencing.
- 5.2 The hirer or agreed agent must be present on the premises all the time that persons connected with the hiring are using the facilities.

### **Conduct and Control**

- 6.1 The hirer will employ sufficient attendants and stewards to maintain good order during hiring's and shall not allow any drunkenness, disturbance or disorder. Any person under the influence of drink or drugs or behaving in a disorderly manner shall be expelled from the building by an employee of Bridgwater YMCA Foyer. Attendants and stewards must be clearly identifiable and should inform reception of their arrival to the centre and departure from the centre.
- 6.2 The hirer will co-operate with Bridgwater YMCA Foyer staff in all matters of public safety and public control.

### **Bridgwater YMCA Foyer Staff**

- 7.1 The employees of Bridgwater YMCA Foyer shall at all times during the hiring have free access to the areas of hire for any purpose.
- 7.2 The hirer shall comply with all reasonable requests of the duly authorised employees of Bridgwater YMCA Foyer during the period of hire.

### **Dogs**

- 8.1 No dogs or other animals are allowed into the building. Guide dogs are permitted.

### **Times**

- 9.1 The event for which any part of the facilities are hired should commence at and finish at the time agreed between the hirer and the Programmes Manager, such times being stated in the application form. This is to include entry and exit to and from the facilities.

### **Damage**

- 10.1 The hirer shall be responsible for and pay to Bridgwater YMCA Foyer on demand, the amount of any damage done to that part of the facilities being used by the hirer or the organisation he or she represents. The hirer shall have the right to an independent assessment of the amount of such damage.

## **Insurance**

- 11.1 The hirer shall indemnify Bridgwater YMCA Foyer against all third party claims, demands in respect of the death of or injury to any persons or damage or loss of property belonging to any person arising out of the use of the facilities and shall enter into a policy of insurance against third party risks and shall produce such policies on demand.

## **Premises**

- 12.1 The hirer shall ensure that the premises are cleared of members of the public and left in a tidy and orderly condition at the end of the period of hire.
- 12.2 No alterations, additions or fittings for apparatus, equipment or decoration shall be carried out without prior permission from the Programmes Manager.

## **Liability**

- 13.1 Bridgwater YMCA Foyer, Chief Executive, Senior Management and staff will not, under any circumstances accept responsibility or liability:
- a) For any damage or loss of any property or articles placed or left within the entirety of the facilities.
  - b) For any accident or injury suffered by any participant, player or person using the facilities in the course of or arising from the use of the facilities by the hirer of the organisation he or she represents.

## **Photographs, broadcasting or television**

- 14.1 No hirer shall grant sound, television broadcasting or filming rights without prior written consent of the Bridgwater YMCA Foyer Chief Executive and Senior Management team. If such consent is given Bridgwater YMCA reserves the right to be party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived thereof.
- 14.2 The hirer shall not be permitted the use of camera's, photographic equipment, video equipment or any sound recording equipment without prior written consent of Bridgwater YMCA Foyer.