



Terms and conditions

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The management of the Hastings & Rother YMCA, rests with the Hastings & Rother YMCA Trustees. Our aim is to provide excellent customer service.

1. Use of the Hastings & Rother YMCA

The use of the Hastings & Rother YMCA and its facilities is subject to the following terms and, in the case of hirers, to certain standard conditions incorporated in this hire agreement and associated correspondence:

- a. Application for use of the Hastings & Rother YMCA shall be made to the Hastings & Rother YMCA administration team.
- b. The Hastings & Rother YMCA management has the right to refuse any application for the use of the Hastings & Rother YMCA premises.
- c. The management reserves the right to cancel bookings when the premises are considered unfit for the intended use.
- d. All requirements of use shall be declared to the Hastings & Rother YMCA administration team during the booking process, prior to the event, when completing the booking form. Any details not covered by the booking form should be included in a covering letter and returned with the booking form.
- e. The Hastings & Rother YMCA administration team reserves the right to levy additional charges for any services or facilities provided at an event that have not been specified on the booking form or at the time of booking confirmation.

2. Booking conditions

- a. Minimum booking time is discussed at time of booking. (Room hire rates are available on request.)
- b. For one-off events, the hirer will be required to pay the total hire charge prior to the event. Confirmation of the booking will be sent on receipt of the payment and a signed booking form.
- c. For repeating events, the hirer will be required to pay a deposit of 50% of the hire charge of one session. Confirmation of the booking will be sent on receipt of the deposit and a signed booking form.
- d. Credit facilities are provided to long term bookers.
- f. In consideration of our providing a credit facility in

respect of our fees, the signatories of the booking form confirm receipt of our Terms and Conditions and confirm that the directors accept joint and several personal liability for any of our fees not settled by them within 60 days from the invoice date at the latest.

- g. Late payment interest charges of 1.5% will be added if payments are not received within the stated timeframe.
- h. Changes to any booking requested shall be made no later than 7 days prior to the event.
- i. Changes to a booking can only be made through a member of the Hastings & Rother YMCA administration team in writing, where a confirmation email agreeing to these changes will be sent by the Hastings & Rother YMCA.
- j. If cancellation is made less than 28 days prior to the booking, then 50% of the charges will be retained as a contribution towards administration and loss of business.
- k. Any cancellation made less than 14 days before the event will be charged at the full rate of the original booking, including any additional charges.
- l. The hirer will be held responsible for any damage caused during the period of hire. Any damage caused will be charged to the hirer at the total cost of repairs or replacement.
- m. Any property or rubbish must be cleared away by the hirer and removed from site to avoid additional charges being incurred.

3. Insurance and liability

- a. Corporate hirers are required to write their own risk assessments for the specified use. Please supply to the Hastings & Rother YMCA administration team upon request.
- b. Hirers are required to send an electronic copy of their Public Liability Insurance certificate, showing that the limit of indemnity exceeds £2,000,000. The booking cannot be confirmed until this has been received.
- c. Hirers should ensure that their public liability policy includes cover for damage to premises under their control.
- d. The hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, do

anything or bring on to the premises anything which may endanger the premises, their users, or any insurance policies relating there to.

- e. The hirer shall be responsible for ascertaining, obtaining and complying with any licenses and special fire precautions necessary in connection with the booking.
- f. The Hastings & Rother YMCA is covered by a Phonographic Performance Limited licence, and by a Professional Rented Sector licence for background music in the premises. Our Professional Rented Sector licence can cover music used in dance or fitness classes for a small additional fee. All other music use requires the appropriate music licensing. (Some events may be classified as "domestic", e.g. birthday parties, family celebrations etc. and these do not currently require a licence. Please check with the Hastings & Rother YMCA administration team.)

4. Safety requirements

- a. Hirers are responsible to ensure that no actions shall be taken that will endanger the users of the building and the policies of insurance relating to it and to its contents.
- b. Obstruction must not be placed in gangways, corridors, stairways or exits.
- c. The emergency lights must not be covered.
- d. Fire-fighting apparatus shall be kept in the designated places and only be used for its intended purpose.
- e. Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature shall be undertaken or erected without the consent of the Hastings & Rother YMCA management.
- f. No decoration shall be erected or suspended from any part of the premises except by prior consultation and with the written agreement of the Hastings & Rother YMCA.
- g. The use of naked flame, smoke machines, lasers or pyrotechnics is prohibited without prior written consent of the Hastings & Rother YMCA.
- h. The Hastings & Rother YMCA management must be informed of any accident or injury occurring on the premises at the time it occurs.

5. Smoking policy

- a. Smoking and vaping is not permitted on the grounds of Hastings & Rother YMCA. Any smoking or vaping must take place outside the main entrance gates.
- b. Smoking or the use of e-cigarettes is not permitted inside the premises.

6. Intoxicating liquor

- a. No intoxicating liquors are permitted to be brought or sold on any part of the premises without the expressed permission, in writing, of the Hastings & Rother YMCA management.

7. Betting, gambling and lotteries

- a. The hirer must ensure that the requirements of the relevant betting, gaming and lotteries legislation are strictly observed.

8. Storage and property

- a. The permission of the Hastings & Rother YMCA management must be obtained prior to any goods or equipment being delivered to or stored at the Hastings & Rother YMCA.
- b. The Hastings & Rother YMCA management reserves the right to charge a storage fee.
- c. Neither the Hastings & Rother YMCA nor the Hastings & Rother YMCA management can accept responsibility for damage to or the loss or theft of hirers' property and effects.

9. Car park

- a. The car park adjacent to the Hastings & Rother YMCA is owned by Hastings & Rother YMCA charity and is used at the drivers and/or owners own risk for parking, contents and moving within the area. We will not be held responsible for any loss from or damage to any vehicle using the car park.
- b. Hastings & Rother YMCA will not accept liability for any damage, accidents or losses.
- c. Vehicles must not obstruct entrances, exits or emergency vehicles.
- d. Vehicles must be parked within the marked bays.

10. Care of Hastings & Rother YMCA property

- a. Furniture and other moveable items are not to be moved by the hirer without permission from Hastings & Rother YMCA staff.
- b. No structure of any kind may be erected in any part of the hired premises without submission of a risk assessment and agreement of the Hastings & Rother YMCA management staff.
- c. Damage to the property, furniture, fixtures and fittings will be charged to the hirer.

11. Other conditions of use

- a. All notices and placards for the hirer's event must be checked with the Hastings & Rother YMCA team prior to printing.
- b. Hirers are not permitted to use pins, tape or blu-tak on the Hastings & Rother YMCA walls.
- c. Food and drink purchased elsewhere may not be consumed on the premises.
- d. For security reasons, searches of bags, clothing and other items may take place as a condition of entry. The Hastings & Rother YMCA reserves the right to confiscate items which may cause danger or disruption to an event or others attending an event.
- e. The management of the Hastings & Rother YMCA reserves the right to refuse admission or attendance to any person, and to remove persons from the premises if deemed necessary.

- f. The management of the Hastings & Rother YMCA reserves the right to refuse admission and/or eject any person appearing to be intoxicated or under the influence of drugs or otherwise behaving dangerously or inappropriately.
- g. CCTV is in operation on the premises for the purposes of crime prevention and detection.
- h. Children under 8 must always be accompanied by and remain under the supervision of a responsible adult.
- i. Individual events may be required to provide the following:
 - first aiders
 - car park stewards
 - risk assessments
 - Security Industry Authority (SIAs)
 - food safety and hygiene certificate
 - other associated documents related to the hire.

12) Equal opportunities

The Hastings & Rother YMCA is operated under an equal opportunities code of conduct and code of behaviour, which is as follows:

- a. All people will be treated with dignity and respect at all times.
- b. At all times people's feelings will be valued and respected. Language or humour that people find offensive will not be tolerated (e.g. sexist or racist jokes or terminology).
- c. No one will be harassed, abused or intimidated on any grounds.
- d. Incidents of harassment will be treated seriously and the person/persons causing offence will be asked to leave the premises.
- e. The Hastings & Rother YMCA management expects a high level of conduct from the users of the Hastings & Rother YMCA. Hastings & Rother YMCA users/hirers therefore are required to refrain from offensive language and loud or unruly behaviour.
- f. Hastings & Rother YMCA users/hirers will respect the premises, cause no damage to property or unnecessary mess.

Serious and/or persistent breach of the above conditions will result in the offenders being asked to leave the premises and future bookings cancelled.

13. Complaints policy

The Hastings & Rother YMCA is committed to managing customer complaints effectively and efficiently through a formal process. Customers are required to voice the complaint to a member of the Hastings & Rother YMCA team at the time of the event and before leaving the building, and to follow up in writing to the Hastings & Rother YMCA Business Manager. The Hastings & Rother YMCA Business Manager is responsible for co-ordinating the resolution of complaints and any subsidiary issues by liaising with the relevant and responsible departments. Comments and feedback are very important and help us improve the service we offer to all our customers. We will respond in a professional, accurate and honest way. We aim to reply within 28 days.

UPDATED JUNE 2025 HASTINGS & ROTHER YMCA
REGISTERED CHARITY NUMBER 305243.

REGISTERED OFFICE: HASTINGS & ROTHER YMCA,
THE Y CENTRE, ST PAUL'S ROAD, ST LEONARDS-ON-SEA, EAST SUSSEX, TN37 6RS.

Monday 16th June 2025

Y Centre

St Pauls Road
St Leonards, East Sussex, TN37 6RS
Tel: 01424 429677
ycentre2015@gmail.com