

HCVS DESK SPACE HIRE AGREEMENT

TERMS OF AGREEMENT



This Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the parties.

General Terms

1. Both parties accept that nothing set out in this agreement creates a partnership or relationship of employer and employee or trading address, nor any landlord and tenant relationship.
2. Neither party will divulge to third parties matters confidential to Hackney CVS whether or not covered by this Agreement without the organisation's explicit permission.
3. Except where specifically agreed otherwise, all materials / equipment owned by HCVS during the course of the Agreement will remain in the possession of Hackney CVS and will not be used for other purposes than that specified, without written permission from the Chief Executive or member of the senior management team.
4. In this document hire cost refers to both the hire fee and the share of utility costs charged.
5. As part of their hire, hirers receive
 - a. Desk space, ICT and storage space for the time covered
 - b. Access to office premises in HCVS opening hours
 - c. If requested, access to a designated drive on the server with an amount of space to be agreed
 - d. Internet access
 - e. Ability to book the Front Meeting Room for up to 3 hours a week
 - f. For **visitors** with a disability who need it, a parking space in the courtyard
 - g. Permission to use this address as registered address of the hirer organisation
 - h. Facility to receive post. HCVS will log all post at reception and pass it on within 24 hours
6. Hirers will also receive access to the following, use of which will be charged on a per-use basis within their quarterly invoice
 - a. Photocopying and printing facilities
 - b. Telephone line with a user-code to ensure calls are correctly charged.
 - c. HCVS Stationery ordering facilities
 - d. Postage for any post sent through HCVS mailing facility
7. Hire does not cover
 - a. Use of HCVS' name or consent to imply or state HCVS support, management or otherwise for the organisation and its activities
 - b. Use of the address for personal activities by any staff, volunteer, client or stakeholder of the hirer or by any agent thereof (i.e. receipt of personal packages, car registration, receipt of forwarded mail etc)
 - c. Use of HCVS Public Liability Insurance for any activity outside of the premises including as part of a fundraising applications without the strict permission of the

8. HCVS does not ask for a deposit - however in case of damage to its property or equipment HCVS reserve the right to charge an additional amount for the cost of fully making good the defect. HCVS reserves the right to require the hirer to relocate to alternative, reasonably equivalent desk space on giving the hirer at least 14 days' written notice.
9. HCVS shall not be liable for any loss or damage suffered by the hirer, save for any direct loss which results from a negligent or wilful failure to comply with any of HCVS's obligations under this agreement and then only after HCVS has received written notice of a breach of an obligation and has failed to use reasonable endeavours to remedy such breach within a reasonable time.

HCVS agrees under this agreement to;

10. Provide the facilities outlined above and to the degree indicated in the agreement below
11. Charge the costs stated and to not vary those charges without providing a 3 month notice period and to not vary those charges more than once in a 12 month period.
12. Regularly clean the area used by the hirer including periodic cleaning of their PC.
13. To log but not open any item marked private and/or confidential
14. Open reception between the hours of 09.30 to 17.30 Monday to Friday. Any visitor to the hirer will be treated with the same courtesy and respect accorded a client of HCVS and their arrival be communicated to the hirer within five minutes
15. Provide a parking space for registered disabled visitors to the hirer if Reception has been given 24 hours notice
16. Ensure HCVS' public liability insurance covers the hirer for the period of use
17. Inform hirers in good time of any changes to office opening hours that would affect them

Hirer agrees to

18. Conduct their business within HCVS opening hours (09.30 to 17.30, Monday to Friday, excluding bank holidays) unless prior agreement has been secured from the Administrator, Director of Programmes or Chief Executive.
19. Make no alterations to the fabric of the building or to the desk space provided
20. Demonstrate that they are properly constituted voluntary and community sector organisation with a bank account in the name of the organisation.
21. Undertake no political activity or campaigning that would conflict with guidance issued by the Charity Commission (even where the organisation is not a registered charity)
22. Ensure their own records are sufficient to track stationary orders and ensure sufficient funds are in place
23. Pay HCVS the total hire cost on the receipt of an invoice
24. Comply with HCVS' Health and Safety policy as well as Code of Conduct and Internet use policy for hirers (see below)
25. Inform HCVS if wanting to register a properly registered company car at these premises. Failure to do so could result in the termination of this agreement without notice. HCVS reserves the right to charge a £30 administration fee for any notice of fines or bailiffs letters received by HCVS as the leaseholder of the premises.
26. Keep their workspace tidy and free of leftover food and drink
27. Ensure all employees are covered by the organisation's own employee liability insurance and that any other insurance for items of the organisation are in place and appropriate.
28. Not do anything which could increase the cost of insuring the building or vitiate HCVS's building insurance policy.

29. Pay to HCVS on demand the cost of making good any damage caused at or to the building by the hirer or any of the hirer's employees, volunteers, invitees or visitors.
30. Indemnify HCVS in respect of any claims, costs or expenses resulting from or connected with any breach by the hirer of any of the terms of this agreement.
31. Not assign, share or in other way deal with the benefit of this agreement.

Code of Conduct

32. Hirers are expected to recognise that they work in an open plan environment. As a result they should ensure that the following rules are observed
 - a. Meetings between staff and with clients should be held in one of HCVS meeting rooms or in the communal office areas with the agreement of other hirers. Please do not hold meetings at your desk as this can disturb other hirers
 - b. Please do not play music or other sounds through speakers. If you do need to listen to anything then please use headphones
 - c. Hirers are expected to recognise and abide by HCVS' Equal Opportunity Policy
 - d. As this is an open plan environment hirers are requested to moderate the voices and language at all times
 - e. Failure to comply with this policy evidenced by formal complaints from other hirers or HCVS staff could result in the termination of this agreement. No appeals process would apply.

Internet use

33. HCVS virus scans all incoming and uploaded materials. It is still a hirers responsibility to ensure all material is virus free. If a virus or other malicious programme has been found to originate with a hire, HCVS reserves the right to charge the hirer the full use of any costs to remove the program and any damages incurred
34. It is illegal to download or store any pornography or copyright material for which the hirer does not have a license
35. HCVS recognises that hirers often work with communities that face deprivation, oppression or discrimination and in doing so may be required to understand and view materials that incite hatred against those groups. However as a point of policy hirers should refrain from downloading or viewing material that incites hatred or violence on any grounds including religion, ethnicity and nationality, sexuality and gender, age or disability. Where it is necessary to do so for the purposes of the organisation and you feel that it may disturb other hirers please inform HCVS
36. To not install any programmes or other software without the written consent of HCVS Chief Executive or Senior Staff
37. HCVS reserves the right to delete all files and e-mails on the server or PC after the period of hire
38. To allow access to all such ICT equipment as is covered under the hire for inspection by HCVS technical staff or contractors. This does not cover material that is confidential to the organisation save where it is in breach of this agreement
39. Failure to comply with this policy will result in the termination of this agreement. No appeals process would apply.

Termination of Agreement

40. Either party giving one month's notice in writing may terminate this agreement
41. If the hirer fails to pay invoice within 14 days of receipt, HCVS reserves the right to terminate this agreement with one week's notice

ANNUAL CHARGES FOR DESK SPACE RENTAL

FIXED EXPENSES (including ICT)

	5 days / week	4 days / week	3 days / week	2 days / week	1 days / week
Premises Costs (annual)	£3,367.20	£2,693.76	£2,020.32	£1,346.88	£673.44
Premises Costs (quarterly)	£841.80	£673.44	£505.08	£336.72	£168.36

REVENUE EXPENSES

The below mentioned costs are charged actual costs at actual costs incurred by HCVS

Publicity costs	Insurance
Postage	Travel
Photocopies	Mailouts
Stationery	
Telephone	

DESK SPACE HIRE AGREEMENT

APPLICATION FORM

NAME OF APPLICANT	
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CONTACT DETAILS	TELEPHONE	FAX	MOBILE	EMAIL ADDRESS

PERSONAL HOME ADDRESS	
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ORGANISATION NAME &	
TRADING ADDRESS	COMPANY REG NO: CHARITY REGISTRATION NO:

CHAIRMAN'S NAME		TREASURER'S NAME	
ADDRESS		ADDRESS	
TEL NO:		TEL NO:	

BRIEF DISCRIPTION OF YOUR SERVICES & REASON FOR APPLICATION

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REQUIREMENT – TICK THE RELEVANT BOX						
FIXED EXPENSES						
		5 days / week	4 days / week	3 days / week	2 days / week	1 days / week
No of Days Per Week						
Other Special Requirements						

COMMENCEMENT DATE AND DURATION OF THIS AGREEMENT	The Agreement will commence on and is subject to a trial period of 3 months from the start date at the end of which will be a review.
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FOR AND ON BEHALF OF HACKNEY CVS	FOR AND ON BEHALF OF (THE HIRER)
Signed by:	Signed by:
Name:	Name:
Date:	Date: