

## Terms and Conditions for Long Term Hirers

### 1. Introduction

1.1 Pye Green Community Centre (PGCC) warmly welcomes hirers and their guests.

Please read through these terms and conditions and return the signed agreement via email to: [admin@hednesford-tc.gov.uk](mailto:admin@hednesford-tc.gov.uk) or to Pye Green Community Centre, Bradbury Lane, Hednesford, WS12 4EP

1.2 The following terms are used in this document:

- PGCC means Pye Green Community Centre;
- Hirer means Any organisation, group or individual entering into an agreement for use of the PGCC
- HTC means Hednesford Town Council

1.3 The Hirer must be at least 18 years of age.

1.4 All hiring is at the absolute discretion of HTC or its authorised officers.

1.5 Hirers and their guests must treat all users, residents and staff with respect.

1.6 The Hirer is responsible for ensuring compliance with all relevant health & safety and safeguarding requirements applicable to their activity.

1.7 The Hirer or authorised representative must not leave the premises until a HTC representative is present, or where agreed in advance, until the next hirer has arrived. Any issues must be reported to [admin@hednesford-tc.gov.uk](mailto:admin@hednesford-tc.gov.uk).

1.8 The Hirer is advised to inspect the room before and after use and report any damage or issues immediately.

1.9 HTC reserves the right to access the premises at any time during the hire period

### 2. Facilities

2.1 PGCC has a number of rooms available for hire and facilities for hirers, please adhere to maximum numbers for your hire space.

2.1 Maximum capacities:

- Function Room: 120 standing / 100 seated
- Meeting Room 1: 12 seated at table plus up to 10 perimeter seating
- Meeting Room 2: maximum 4 persons

The foyer is a public area and not available for hire unless agreed in writing. Car parking is available on a first-come, first-served basis. Vehicles are parked at the owner's risk.

2.2 Where kitchen access is included, crockery and cutlery are available. Consumables are not provided. All items must be cleaned, tidied away and removed after use. Rubbish must be disposed of in the correct external bins.

2.3 PGCC has a licensed bar operated by the contracted licensee (AJ's Bar), subject to availability. Alcohol must not be brought onto the premises under any circumstances.

### **3. Bookings**

3.1 The Hirer must notify HTC of any changes to contact details or intended use and must provide full details, including DBS certification where relevant.

3.2 HTC reserves the right to cancel bookings where use:

- is inappropriate;
- poses a risk to public safety;
- may cause disturbance to neighbours;
- conflicts with HTC policies or objectives; or
- may bring HTC into disrepute.

### **4. Charges and Subsidies**

4.1 HTC may review charges with a minimum of four weeks' notice. Long-term hire discounts are discretionary, reviewed annually and expire no later than 31 March.

4.2 Where revised charges are not accepted, the Hirer may cancel future bookings and any deposit held will be refunded.

4.3 Hire times must include set-up and breakdown. Additional time used will incur additional charges.

4.4 Community Groups or Registered Charities may apply in writing for subsidised use. Subsidies are discretionary and may be partial or full and subject to terms and conditions

4.5 Meeting Room 2 may be made available free of charge to eligible community or not-for-profit groups during weekdays, subject to availability and up to 14 days in advance. Such bookings may be cancelled if a paid booking is requested.

## 5. Long Term Hire Conditions

5.1 Invoices are issued monthly and must be paid within 14 working days. Late payments beyond 30 days will incur a £10 administration charge. HTC reserves the right to cancel future bookings where payment remains outstanding.

5.2 Long-term hires must be booked in blocks of at least three months. Renewal is at HTC's discretion.

5.3 Term-time-only hires must provide non-required dates in advance. HTC may re-let these dates.

5.4 PGCC is closed on Bank Holidays and may close during Easter and Christmas periods with advance notice.

## 6. Refundable Deposit

6.1 A refundable deposit of £100 (Function Room) or £50 (Meeting Rooms) is required prior to the first hire.

## 7. Penalty Charges

7.1 The Hirer is liable for:

- damage or loss to HTC property;
- additional cleaning;
- late finishing;
- unauthorised disposal of items;
- unauthorised alcohol;
- any costs arising from breach of this Agreement.

7.2 Penalty charges will be invoiced and deducted from the deposit where applicable.

7.3 Late finishing will be charged at **£25 per 15 minutes or part thereof**. Repeated overruns may result in termination.

7.4 Bringing or consuming alcohol on the premises constitutes a serious breach and may result in immediate termination.

## 8. Cancellation, Amendments and Termination

8.1 HTC may cancel bookings where the premises become unfit or unsafe for use, and unless there has been a breach of any of the conditions, will return or credit the due proportion

8.2 HTC accepts no liability for any losses arising from cancellation.

8.3 Long-term hire cancellation terms:

- Individual sessions require **7 calendar days' written notice**.
- Less than 7 days' notice or non-attendance will result in **100% of the hire fee being payable**.
- Termination of a long-term hire requires **3 months' written notice**.

8.4 Two or more cancellations or non-attendances within a rolling three-month period may result in termination.

8.5 Amendments to hire times require a minimum of **2 working days' written notice**; otherwise one hour room hire will be charged.

8.6 HTC may terminate immediately for unlawful, unsafe or damaging behaviour. Fees and deposits will be forfeited.

8.7 If cancellation is due to injury or illness a minimum of 24 hours' notice is required . Penalties maybe waived at the discretion of HTC.

## **9. Damage, Decorations and Advertising**

9.1 No fixings, adhesives or attachments may be used on walls, floors, furniture or fittings without prior written consent. Only white tack may be used where expressly agreed.

9.2 The Hirer is responsible for the cost of repairing, replacing or reinstating any damage, loss or theft occurring during the hire period.

9.3 External advertising, posters or signage must not be affixed to the building, fencing or street furniture. Posters may be provided to HTC for display. Any temporary signage must be removed immediately after the session.

9.4 The Hirer may only use the name Pye Green Community Centre or Hednesford Town Council to identify the event location. All class or event cancellations are the responsibility of the Hirer.

## **10. Equipment and Electrical Safety**

10.1 All furniture and equipment must be cleaned and returned to its original position.

10.2 Any electrical equipment brought onto site must comply with the Electricity at Work Regulations 1989 and be safe for use.

10.3 Equipment requiring significant power, space or specialist setup must be agreed in advance and supported by appropriate risk assessments.

10.4 The Hirer must not interfere with electrical systems or install lighting, smoke, fog or dry ice machines.

## **11. Food and Drink**

11.1 Only pre-prepared food may be brought onto the premises.

11.2 The Hirer must comply with all food hygiene requirements where food is supplied or delivered.

11.3 No food may be stored on site.

11.4 No cooking appliances of any kind are permitted.

11.5 Only light refreshments are permitted in meeting rooms unless otherwise agreed.

11.6 Alcohol may only be supplied by the centre's licensed bar.

## **12. Entertainment and Noise**

12.1 Noise levels must not disturb other users or neighbouring residents.

12.2 Noise monitoring equipment is installed. Breaches may result in power being cut.

12.3 Windows and blinds must be closed during evening events where amplified sound is used.

12.4 Games of chance or collections require prior written consent and appropriate licences.

## **13. Cleaning**

13.1 The Hirer must leave all areas clean and tidy. Additional cleaning required will be charged.

## **14. Health and Safety**

14.1 All hirers must comply with PGCC Health and Safety policies.

14.2 Smoking, vaping and naked flames are prohibited.

14.3 Fire exits must be kept clear at all times.

14.4 The Hirer must maintain an accurate register of attendees for emergency evacuation purposes.

## **15. Safeguarding**

15.1 The Hirer is responsible for safeguarding children under 18 and vulnerable young people up to age 25 with SEND.

15.2 Organisations must hold appropriate safeguarding policies and procedures.

15.3 HTC may request DBS details, insurance and risk assessments at any time.

## **16. Insurance**

16.1 Organisations and businesses must hold adequate public liability insurance.

## **17. Indemnity**

17.1 The Hirer indemnifies HTC against all claims arising from the hire.

## **18. Emergency Procedures**

18.1 All users must evacuate immediately on hearing the fire alarm and follow HTC instructions.

## **19. Governing Law**

19.1 This Agreement is governed by English Law.

## **20. Statutory Rights**

20.1 This Agreement does not create a tenancy or confer statutory rights.

## **21. Third Party Rights**

21.1 No third party has rights under this Agreement.

## **22. Responsibility**

22.1 The Hirer is responsible for the conduct of all attendees.

## **23. Amendments**

23.1 HTC reserves the right to make reasonable amendments to these terms

Lindsey Smith

Chief Officer

Hednesford Town Council

Date:

I confirm that I have read and agree to the terms and conditions for long term hirers as stated. My personal information may be stored by HTC in accordance with GDPR.

Name (please print)

Signature:

Organisation:

Date: