



HEDNESFORD TOWN  
COUNCIL

GATEWAY TO CANNOCK CHASE

# PGCC TERMS AND CONDITIONS



# Contents

- 1 Introduction ..... 1
- 2 Facilities ..... 1
- 3 Bookings ..... 3
- 4 Prices ..... 3
- 5 Payments ..... 6
- 6 Deposit ..... 6
- 7 Penalty Charges ..... 7
- 8 HTC Projects ..... 7
- 9 Discounts ..... 7
- 10 Cancellation ..... 8
- 11 Retentions ..... 8
- 12 Damages, Decorations & Advertising ..... 9
- 13 Equipment & Electrical Installations ..... 9
- 14 Food ..... 10
- 15 Alcohol ..... 11
- 16 Entertainment and Noise Levels ..... 11
- 17 Waste ..... 12
- 18 Cleaning ..... 12
- 19 Health & Safety ..... 13
- 20 Safeguarding ..... 13
- 21 Insurance ..... 14
- 22 Indemnity ..... 14
- 23 Termination ..... 14
- 24 Emergency Procedures ..... 15
- 25 English Law ..... 15
- 26 Statutory Rights ..... 15
- 27 Contracts (Rights of Third Parties) Act 1999 ..... 15
- 28 Responsibility ..... 15
  
- 29 Amendments ..... 14



# 1 Introduction

- 1.1 Pye Green Community Centre (PGCC) warmly welcomes hirers and their guests. Please read through these terms and conditions and contact us if you have any queries.
- 1.2 The following terms are used in this document:
  - **PGCC:** The premises known as Pye Green Community Centre;
  - **Hirer:** Any organisation, group or individual entering into an agreement for use of the PGCC.
  - **HTC:** Hednesford Town Council
- 1.3 The hirer is required to be at least 18 years of age.
- 1.4 Hiring of the PGCC to any organisation, group or individual is at the absolute discretion of the Hednesford Town Council (HTC) or any other member of staff or committee of HTC who has the authority to act on behalf of the HTC.
- 1.5 Hirers and their guests are required to treat all users and staff with respect.
- 1.6 The Hirer (or any other person authorised in writing to the HTC by the Hirer) must be present at the start of the hire for the Health and Safety briefing at all times during the hire period.
- 1.7 The Hirer (or the authorised representative) must not leave the premises at the end of hire until a PGCC Hire Feedback Form has been completed and signed by both hirer and facility officer.
- 1.8 The PGCC Hire Report Form can be located on clipboards at the entry to each hireable room
- 1.9 The Hirer (or the authorised representative) is only required to complete the form for the room that they are hiring.
- 1.10 HTC would advise that each Hirer (or authorised representative) to check the room for any damage prior to use and following use that may impact the hirers deposit payment. Any damage agreed and noted must be advised immediately to either PGCC staff or HTC Officer.
- 1.11 The Hirer must allow HTC staff or HTC representatives access to the premises as and when required during the period of hire.

# 2 Facilities

- 2.1 PGCC has a number of rooms available for hire and facilities for hirers as follows
  - Function Room: 150 dancing, 140 seated
  - Meeting Room 1: 20 seated at meeting table, 40 seated lecture style
  - Meeting Room 2: Please check with PGCC Office for room set-up

- Foyer area – Public /General Use
- Car parking area – Free Off-Road Parking. Note Cars Parked at Owners Risk

2.2 There are separate male and female toilets in the building which are available to the Hirer and their guests along with an accessible toilet for disabled users with Baby Changing Facilities.

2.3 Fully accessible facilities:

- Ramped access to the main entry doors
- A ramp to and from the rear exit fire door
- Double doors to building are both automatic opening
- Inner main door is a push button to exit with button set at wheelchair height
- Disabled parking spaces in proximity to main entrance to the building
- Flat seamless flooring within PGCC

2.4 Inventory of tables and chairs:

Item	Quantity
Chairs	138
Tables - 6ft	23
Tables - 5ft	10

2.5 There are x 2 kitchens within PGCC. A small one between Meeting Rooms 1 and 2, and a larger one within the function room. Use of either of these must be requested at the time of booking. Crockery and cutlery are available for use. Consumables are not included in your hire. Please leave as you find and ensure you bring all the consumables you require with you. Please take any unused items back with you.

2.6 PGCC has a licensed bar and contracted licensee – AJ's Bar – subject to availability with strict last orders at 11:20pm. There are also projectors available for hire in the Function Room and Meeting Room 1 for a small charge.

2.7 No other areas of the PGCC are included in the hire.

2.8 The Hirer must ensure the premises are inspected prior to a booking and that the facilities are suitable for the hirer's needs.

### 3 Bookings

- 3.1 Bookings are currently made using the official booking form which are available from the centre. Please telephone 01543-424872 or contact [admin@hednesfordtc.gov.uk](mailto:admin@hednesfordtc.gov.uk) to obtain the latest form and availability details.
- 3.2 The booking form can be submitted by e-mail or handed to an Officer of HTC. Acceptance of the booking form does not imply acceptance of a booking.
- 3.3 Bookings will not be accepted from anyone under the age of 18.
- 3.4 The booking form must disclose full details of proposed use including DBS certificates where relevant. The hire is granted based on the details provided by the Hirer at the time of booking. If in doubt, please speak to HTC Officers.
- 3.5 In the event of any variation of use by the Hirer or failure to comply with the requirements of full disclosure, the HTC reserves the right to cancel the booking.
- 3.6 HTC may, if it deems necessary, request additional information from the Hirer.
- 3.7 HTC reserves the right to refuse any booking. This would include events or activities which HTC considers:
  - to be an inappropriate use of PGCC;
  - may present a threat to public safety;
  - likely to create a disturbance or inconvenience to the residents in the neighbourhood;
  - to be in conflict with any of the HTC's policies or its aims and objectives;
  - may bring HTC in disrepute.
- 3.8 The HTC is not required to provide any reasons for refusing bookings.

### Provisional Booking

- 3.9 If the booking is approved, the Hirer will be informed via e-mail. The booking will be considered provisional until the initial payment (see 5) has been received.
- 3.10 A booking that is only provisional will be set aside for a maximum of 3 working days and set aside on a provisional basis only. If another Hirer is able to make a confirmed booking, the provisional booking will be removed.

### Confirmed Booking

- 3.11 A provisional booking will become a confirmed booking once the initial payment (see 5) has been received.

### 4 Prices

- 4.1 Hire charges listed below are valid for bookings made up to 6 months in advance.

- 4.2 HTC reserves the right to increase hire charges and will notify the Hirer giving them four weeks' notice.
- 4.3 The Hirer can then choose to accept the new charges or cancel the booking in which case any advance payments made will be returned to the Hirer.
- 4.4 Hourly hire rates are applied from the time booked when the gates are opened, or access permitted through to the time specified as the end of the hire when the building and/or gates will be locked or made available for the next hirer. Please note penalty charges in section 7 of this document.
- 4.5 It is the hirer's responsibility to ensure that any set-up and breakdown time required is included in calculating, and subsequently requesting, the period of hire required.
- 4.6 The following prices apply for private, one-off, function hire (short-term hire).

Hire rates to reflect the following amended price per hour as of 1<sup>st</sup> October 2023.

<b>Please note a minimum Hire required of 2 hrs</b>					
<b>New Rates Effective from 1st October 2023</b>	<b>Function Room Rates</b>			<b>Meeting Rooms</b>	
<b>Hire Days &amp; Rates</b>	<b>Function Room</b>	<b>Full Bar (Evening)</b>	<b>Bottle Bar only - before 6pm</b>	<b>Room 1</b>	<b>Room 2</b>
Weekdays up to 9 pm	16.00	30.00	24.00	8.00	6.00
Weekdays after 9 pm	23.00	30.00	N/a	13.00	11.00
Weekends up to 6 pm	18.00	30.00	24.00	10.00	7.00
Weekends after 6 pm	25.00	30.00	N/a	22.00	17.00
Special Weekend / Friday Evening Rate from 5pm until Close. Includes Room Hire & Bar. All other charges as per below	155.00	N/a	N/a	N/a	N/a
<b>Additional Charges:-</b>					
DJ's, Bouncy Castles, Photo Booth, Interactive Board, Projector - all equipment that requires electricity from PGCC					
<b>£10 additional Fee for each item in use</b>					
<b>Please note that the equipment used at PGCC is required to hold the relevant safety electrical testing certificates and liability insurance where applicable.</b>					

## **Pye Green Community Centre**

- 4.6.1 The price charged for 5pm until close Friday/Saturday/Sunday is a flat one-off fee irrespective of duration. A shorter duration within these hours can be hired but the fee will remain the same. Additional charges as per above apply on top of the fees quoted.
- 4.6.2 The one-off flat fee of £155 includes air conditioning and the licensed bar if required (must be requested at time of booking). Please note the Use of Bar Terms and Conditions under 14.4 to 14.6
- 4.6.3 The one-off flat fee of £155 is a promotional rate in place until further notice.
- 4.6.4 HTC reserves the right to review this promotional period and may choose to withdraw this offer early. Any withdrawal of this promotional charge will not affect bookings already in place.
- 4.7 Long Term Hire rates as per above unless directly quoted otherwise. Please contact the office direct via [admin@hednesford-tc.gov.uk](mailto:admin@hednesford-tc.gov.uk) or via 01543-424872 to enquire about any promotional rates available.
- 4.8 A Community Group or Registered Charity Group can request subsidised use of PGCC by making a request in writing via e-mail to HTC. This request will then be assessed at the next available HTC Full Council meeting or PGCC Committee Meeting – whichever is soonest.
  - 4.8.1 For the purpose of this document a Community Group is defined as a self-governing group or organisation that is created and functions for a specific purpose or to provide a specific service in a community and operates on a not-for-profit basis.
  - 4.8.2 HTC reserves the right to request proof validity from any Community Group and Charity Org.
  - 4.8.3 The subsidy amount requested can be up to 100% value of the relevant hourly rate
  - 4.8.4 HTC may choose to grant a subsidy of a differing percentage.
- 4.9 Meeting Room 2 is available for use free of charge during weekdays to local Community Groups as per 4.8.1, Registered Charities or 'not for profit' groups and subject to availability and other terms and conditions on application.
  - 4.9.1 Groups must be either a registered charity or be a constituted group.
  - 4.9.2 The group must be providing a service of benefit to the Hednesford Community.
  - 4.9.3 Meeting Room 2 available at weekends subject to officer availability and at the discretion of the Chief Officer



## 5 Payments

- 5.1 Payments must be made electronically to HTC's bank account detailed on the invoices provided on completing the booking form.
- 5.2 Prices include the items marked on the booking form. Anything not specifically mentioned in the booking form are not included in the hire and must not be used by the Hirer or their guests (including offices, equipment, etc). The only exceptions to this are accepted consumables such as toilet roll, hand soap etc.

### Short Term Hire

- 5.3 Short term hire rates and terms apply to those bookings made by private individuals for the purpose of a one-off function.
- 5.4 An initial payment of £80.00 refundable deposit must be paid before a booking can be confirmed. The remaining balance must be paid at least 14 days before the date of hire.
- 5.5 For bookings less than 14 days before the required date, 100% of the total cost must be paid for a booking to be confirmed along with the £80.00 refundable deposit.

### Long Term Hire

- 5.6 Payments must be made electronically monthly following provision of the invoice and as per the terms agreed directly with us. Any difficulties making payment, please contact [finance@hednesford-tc.gov.uk](mailto:finance@hednesford-tc.gov.uk) or [admin@hednesford-tc.gov.uk](mailto:admin@hednesford-tc.gov.uk) to discuss same.
- 5.7 Long term hires, including weekends, may only be granted for up to 6 months at a time. The renewal of long-term hires is at the discretion of HTC.
- 5.8 Any long-term hirer must stipulate whether they wish to hire for school term-time only. If so, dates must be provided at the time of booking for the appropriate school holiday's that hire would not be required. A hirer would then accept that HTC may consider other Short Term Hires requests for those dates they have provided that they do not require.

## 6 Refundable Deposit

- 6.1 A refundable deposit of £80.00 is required which must be paid to secure the booking and at least 14 days before the date of hire (or initial hire for long term hires). A refundable deposit of £50.00 applies for the hire of all Meeting Rooms.
- 6.2 The deposit will be returned, less any penalty charges (see 7), within approximately 14 working days following the hire date via bank transfer to the Hirer's bank account provided on the booking form.

- 6.3 HTC, at its discretion, may waive the deposit for public organisations in lieu of an undertaking for the Hirer to reimburse HTC for any penalties that become due as detailed in section 7.
- 6.4 If the penalty charges exceed the amount of the deposit (or where a deposit was waived), an invoice for the balance will be issued to the hirer for payment within 14 days.

## **7 Penalty Charges**

- 7.1 The hirer will be charged for:
- loss or damage to property of HTC/PGCC (see 12);
  - additional cleaning HTC has to undertake which should have been done by the hirer or as a result of the hirer being unable to rectify the issue;
  - finishing after the end time as agreed on the booking form (see 7.3);
  - other costs incurred by the HTC as a result of any breach of contract by the hirer.
- 7.2 An invoice for any penalty charges will be issued to the hirer and the hirer will be held accountable for payment of same.
- 7.3 The charge for finishing after the agreed time is £10 for every 15 minutes. Due to commitments to other hirers and availability of staff, the hirer may not be permitted to finish after the agreed time.
- 7.4 Where a penalty charge becomes due for a long term hire, the Hirer will be required to pay the charge before their next scheduled hire and the hirer will not be permitted any further use of the PGCC until the payment has been received in full. If the payment is not received within 7 days, the penalty charge will be deducted from the deposit and HTC reserves the right to cancel any and all future bookings. If any monies remain due after deductions from the deposit, an invoice for the balance will be issued to the hirer for payment within 14 days.

## **8 HTC Projects**

- 8.1 Charges and rules for projects and activities supported or run by the HTC will be decided by HTC Full Council at the project inception.

## **9 Discounts**

- 9.1 Consideration can be given to discounting the above rates in exceptional circumstances where there is an overriding community benefit.
- 9.2 If a hirer would like to apply for a discount this should be in writing to HTC setting out clearly the reasons a discount should be granted.
- 9.3 In the first instance this will be considered by the PGCC Committee and if required will be referred to a Full Council meeting of HTC with a recommendation.

- 9.4 A discount may be granted at the sole discretion of HTC and each request considered on its own merits.
- 9.5 If granted, the decision will be reviewed regularly and not generally applied any longer than one financial year (April to March inclusive).
- 9.6 This does not apply to Community Groups and the subsidy they can request.

## 10 Cancellation

- 10.1 HTC reserves the right to cancel bookings if PGCC is rendered unfit for the intended use.
- 10.2 In the event of any cancellation or termination of the hiring no liability shall fall upon HTC, or any officer of HTC, in respect of any loss sustained or expenses incurred by the hirer, or any other person, as a result thereof.
- 10.3 If the hirer cancels the hiring following a confirmed booking, the hirer shall be liable to HTC for any costs, expenses and losses incurred by HTC. Depending on when the notice of cancellation is received, a percentage of the total hiring charge will be retained by HTC (see 11.1-11.5).
- 10.4 Cancellations or terminations will only be accepted in writing via registered and signed for post or via confirmed e-mail to [admin@hednesford-tc.gov.uk](mailto:admin@hednesford-tc.gov.uk) and only deemed effective upon receipt by HTC.
- 10.5 For long term hirers (those with an ongoing repeated hire arrangement) the following shall specifically apply:
- 10.5.1 A minimum of x 1 months' notice is required for any dates of hire no longer required
- 10.5.2 Any notice of less than x 1 month and payment for the hire dates will still be due and no refund will be issued.
- 10.5.3 A period of x 3 months' notice in writing is required for total cancellation of any long term hire
- 10.5.4 Should a hirer cancel or fail to utilise the room hire on x 4 or more dates previously booked, HTC reserves the right to review the relevant circumstances and the hire agreement with an option to terminate the long term hire arrangement.

## 11 Retentions

- 11.1 The retentions stipulated here apply to "short term" hirers unless in exceptional circumstances for long term hirers
- 11.2 10% of the total cost will be retained if the cancellation is more than 28 days before the hire date.
- 11.3 50% of the total cost will be retained if the cancellation is more than 14 days but less than 28 days before the hire date.

- 11.4 100% of the total cost will be retained if the cancellation is within 7 days of the hire date. However, if another Hire is confirmed for the same date(s) then the Hirer will be entitled to a refund of 50% of the total cost.
- 11.5 Any additional arrangements made by HTC on behalf of Hirer's which cannot be cancelled or refunded will be charged in full to the Hirer.
- 11.6 Refunds of charges, less any retentions, will be made within 14 working days of cancellation and paid by bank transfer to the Hirer's bank account.

## **12 Damages, Decorations & Advertising**

- 12.1 The hirer shall ensure nails, screws or other fixings are not driven into the walls or floors or into any furniture or fittings or permit to be done anything likely to cause damage to the building or any such furniture, flooring or fittings.
- 12.2 The hirer shall repay to HTC on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, which is damaged, destroyed, stolen or removed during the period of hiring.
- 12.3 The hirer shall not display and shall ensure that no other person displays any advertisements relating to the hiring by affixing the same to or utilising the support of a lamppost, guard rail, electricity relay box or any other item of street furniture within the grounds or immediate vicinity of PGCC except with the prior written consent of HTC or other relevant statutory body.
- 12.4 No signs, posters, banners or similar shall be attached to any wall or other part of the building without the approval of HTC. If agreed, only white tack is allowed for any posters attached to the walls. Blue tack is not allowed due to the colour damage to the décor. Under no circumstances should drawing pins be used ( see 7.2 regarding damages)
- 12.5 Where permission has been granted for placing signage, it should be fixed in the manner allowed by HTC and removed at the end of the hire period or each hire period for long-term hirers. See above.
- 12.6 The Hirer may not use the name Pye Green Community Centre or HTC in any way in connection with their business other than to specify the location of the event.
- 12.7 The Hirer or their guests (whether invited or the members of the general public for open events) may not distribute any leaflets outside the Centre without express permission from HTC.

## **13 Equipment & Electrical Installations**

- 13.1 The hirer shall ensure all tables and chairs are returned back to the places they were taken from.
- 13.2 The hirer shall ensure any items issued for use during their hire are returned to the Facilities officer directly following their hire period i.e. remotes for projector

- 13.3 All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. HTC disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply. Additional costs apply as per pricing table for items hired by the hirer.
- 13.4 The hirer shall not alter, disconnect, or in any way interfere with the electricity nor install any additional lights. For sounds systems see 13.3
- 13.5 The Hirer can only install a "bouncy castle" or similar equipment inside main function room of the centre in the place indicated in 13.5.1
- 13.5.1 A bouncy castle can only be used in the end of the function room where the ceiling is higher. This is to the right-hand side towards the stage when looking at the function room from the kitchen end. Maximum height is 10.5ft.
- 13.5.2 It is the responsibility of the operator of the bouncy castle to ensure that the ceiling height of the function room is of safe operating height for the relevant inflatable equipment and is located as in 13.5.1. It is the responsibility of the hirer and the operator to ensure that the bouncy castle is for indoor use only and is placed on suitable dry matting to ensure that no damage is incurred on the flooring underneath.
- 13.5.3 The operator will be required to show evidence to the hirer or to PGCC if advised by the hirer of regular PAT Testing, Current Liability Insurance and a Risk Assessment applicable for use. Any non-compliance which results in any loss or injury, is at the risk of the hirer.
- 13.5.4 A surcharge of £10 per item inflated will be added to a booking where PGCC electricity will be required for powering the bouncy castle.
- 13.5.5 No permission will be given for the use of a bouncy castle or similar on the car park of PGCC.
- 13.6 All items drawing electricity from PGCC during the period of hire is subject to prior agreement via the booking process and subject to 13.5.3 and a £10.00 charge per item. Please see 14.3 for devices not allowed.
- 13.7 HTC shall not be liable for any loss or damage to equipment brought in by the hirer or their guests.
- 13.8 Should any damage occur on PGCC premises due to faulty electrical equipment being used, the hirer will be liable and clause 7.2 will apply.

## **14 Food**

- 14.1 Only pre-prepared food may be brought to PGCC for consumption.
- 14.2 Hirers agree to comply with food hygiene laws where the pre-prepared food is being prepared for service.

- 14.4 No food is to be stored at PGCC. Any pre-prepared food must be brought to PGCC during the period of hire unless by prior arrangement.
- 14.3 No food is to be cooked on any kind of cooking device including Air Fryers, popcorn makers, BBQ's inside or outside of the building.

## **15 Alcohol**

- 15.1 The consumption and/or sale of alcohol is strictly prohibited unless provided through the licensed bar facility paid for in the hire agreement.
- 15.2 The bar is run by an external freelance licensee – AJ's Bar.
- 15.3 The Bar is subject to availability of the Licensee – please check on booking if we can offer this facility.
- 15.4 All drinks required must be purchased via the Licensee This includes all soft drinks (jugs of squash included), tea/coffee and other hot drinks.
- 15.5 The Licensee reserves the right to close the bar with immediate effect should the hirer not comply with the terms agreed for hire including provision of all soft and hot drinks. Please note 14.4 states no alcohol can be consumed on the premises (including the car park) that has not been purchased from the bar. All alcohol purchased for consumption must be consumed inside the venue only.
- 15.6 The hire rate of £30 for an evening bar and £24 for a reduced bottle bar service during the afternoon applies. In general, draft beers are available with a full bar but not for an afternoon bottle bar. Should there be availability for draft beers when hiring a bottle bar only, this will be notified to you on the day by the Licensee.
- 15.7 Please ensure your booking form indicates the start time and finish time of your party so that your bar is operational for the times requested.
- 15.8 The bar facility will finish at 23.20 for evening parties. Last orders will be 10 minutes prior at 23.10. Please ensure all your guests comply with the direction of the Licensee with regards to last orders and drinking up time.
- 15.9 The licensee reserves the right to close the bar at any time during the hire period. Abuse or aggressive behaviour will not be tolerated at any time.

## **16 Entertainment and Noise Levels**

- 16.1 The playing of music or other entertainment shall be restricted to the inside of the building and must cease at 23:20. Please be aware that HTC does not have a sound system in place for use.
- 16.2 The hirer is responsible for ensuring that their noise levels do not disturb other activities within;
- the building or disturb local residents.

- The Function Room is fitted with noise monitoring equipment which gives a visual warning of noise at 85dB and cuts out all power to PGCC at 95dB. The level cannot be altered, and you are advised to inform any musicians/dance bands.
- Under no circumstances should any windows and fire exit doors be opened so as to minimize any noise nuisance to our neighbour's. Air conditioning is available should you need it. Blinds should be closed during an evening function to minimise disturbance to our neighbours.

16.3 If amplified sound is used, HTC reserves the right to dictate acceptable volumes.

16.4 The centre may only be hired for any events involving entry tickets for admission with the express permission of HTC. Under no circumstances can tickets be sold on entry.

16.5 The Hirer must ensure the noise levels during arrivals or departures are not such as to cause nuisance or inconvenience to occupiers of neighbouring properties. Please ask your guests to be respectful of this when entering and leaving the venue.

16.6 No collection, games of chance, sweepstakes or lotteries or any betting may be conducted without the prior written consent of HTC and subject to the production of any necessary licence.

## **17 Waste**

17.1 The hirer shall ensure all areas are clean and free of litter.

17.2 Hirers are respectfully asked to dispose of as much waste as possible into the large container bin the rear of the building.

17.3 The facilities contact will be on hand to help and advise at the end of your hire period.

## **18 Cleaning**

18.1 At the completion of the hirer's activity all floors must be swept; tables wiped, chairs and other furniture placed in their original positions and all areas left in a clean and tidy state. Any crockery used must be washed, dried and returned to the location it originated from.

18.2 The Hirer will ensure that any breakages of glass or spillage of food or drink are cleaned up immediately. Please inform the facilities officer if there is still any residue.

18.3 Where cleaning of any room is not to HTC's satisfaction or any damage has resulted from the cleaning, the Hirer will become liable for any additional costs incurred by HTC.

18.4 Any property or goods belonging to the Hirer remaining in the facility after the termination of the booking period will be retained for no more than 1 month after being left on premises. If relevant, any costs incurred during disposal may be recovered from the hirer should that be necessary.

## 19 Health & Safety

- 19.1 Hirers, guests and members of the public are obliged at all times to fully comply with the standard health and safety rules. A copy is available via [admin@hednesfordtc.gov.uk](mailto:admin@hednesfordtc.gov.uk) on request.
- 19.2 It is illegal to smoke or vape anywhere in the building or on within the grounds of PGCC. A green bin has been located just outside of the front gate for disposal of cigarette ends.
- 19.3 No naked flames may be used in the building or within the grounds of the centre. No BBQ's or fireworks allowed at any time.
- 19.4 Fire exits must be kept clear at all times.  
External doors, windows and Fire Doors to be kept closed unless required to be opened for an emergency.
- 19.5 Fire apparatus must not be interfered with unless as necessary in the cause of fighting a fire and by appropriately trained personnel. See section 23 for Fire Evacuation Procedures.
- 19.6 All motorised vehicles are parked at the owner's own risk and must vacate the premises immediately at the end of the hire period. No overnight parking is permitted.
- 19.7 No animals to be brought onto the premises. Exception allowed only for assistance dogs as determined in the Equality Act 2010.
- i) Trained to guide a blind person
  - ii) Trained to assist a deaf person
  - iii) Trained by a prescribed charity to assist a person who has a disability that affects mobility or similar
  - iiii) Trained to assist a person with another prescribed disability.
- 19.8 HTC reserve the right to allow hire dog training classes and animal events subject to additional terms and conditions for the hirer. Terms to be made available on request.

## 20 Safeguarding

- 20.1 The hirer is fully responsible for safeguarding of children (under the age of 18) and vulnerable adults where the parent or guardian of the child is not present during the hire.
- 20.2 The hirer must have up-to-date safeguarding policies that govern their organisation and ensure they adhere to those policies at all times and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines. This does not apply to private individuals.
- 20.3 HTC reserve the right to request copies of hirers DBS status and risk assessments at any time.



## **21 Insurance**

- 21.1 If the hirer is a business or organisation running a class with members, they must obtain their own public liability insurance to adequately cover all liabilities for the forthcoming event for which the booking is made. HTC's own insurance will under no circumstances cover any liability for the hirer or anyone on the hirers' behalf.

## **22 Indemnity**

- 22.1 The hirer agrees to accept full responsibility and indemnify and keep indemnified HTC against any action, claim or demand whatsoever which arises or may arise as a result of the hire. HTC reserve the right to request to copies of public liability insurance at any time.
- 22.2 The hirer agrees to accept full responsibility and indemnifies HTC for the loss, damage or theft of any equipment, property or personal belongings.
- 22.3 The hirer fully indemnifies HTC against all responsibility for any safeguarding issues which arise during the hire and DBS certificates reference numbers should be submitted to HTC along with the hire form.

## **23 Termination**

- 23.1 HTC reserves the right to terminate any hiring in the event of any behaviour or action which is unlawful or damaging (physically, reputationally or by any other means) to the Centre, the Council or its Members. If such termination takes place, the hirer will forfeit the deposit and fees paid.
- 23.2 If for reasons beyond the control of HTC (HTC having used all reasonable endeavours to avoid the same) it is necessary for HTC to close all or part of the building or cancel the booking, HTC may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the hirer and in that event HTC shall, unless there has been a breach of any of the conditions of this Agreement, return the due proportion of the amount paid for the use of the accommodation but the hirer and other persons attending the booking shall have no further claim whatsoever against HTC in respect of such termination of the Agreement. See also section 10.
- 23.3 In any event, and notwithstanding anything in this Agreement, HTC will not be liable to the hirer, its guests, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the hirer in the event of cancellation of the function or termination of this Agreement by HTC.

## 24 Emergency Procedures

- 24.1 The hirer must comply with HTC's Emergency Procedures. If the fire alarm is sounded, everyone should leave the building immediately by the nearest fire exit. No one should return to PGCC until permission has been obtained from HTC or its Officers. Please ensure that your guests are gathered at the fire point outside of the perimeters. Signage is located on the green fencing near to the notice board.
- 24.2 In the event of a fire, the emergency services shall be informed by calling 999 in the first instance along with the emergency contact(s) provided to you via the facilitator.

## 25 English Law

- 25.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

## 26 Statutory Rights

- 26.1 This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the hirer any Statutory rights under the Landlord and Tenants Acts.

## 27 Contracts (Rights of Third Parties) Act 1999

- 27.1 Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not party hereto.

## 28 Responsibility

- 28.1 Signatories to the Booking Form and this Agreement bear the responsibility for any violation of the Agreement by all guests.
- 28.2 Where the Hirer is an organisation, the Management Committee of the organisation referred to in the hiring application shall be jointly and severally liable with the Hirer for complying with this agreement.

## 29 Amendments

- 29.1 This is a working document, Hednesford Town Council reserves the right to make minor amendments and reasonable additions to this document.

### **Terms and Conditions approved on behalf of Hednesford Town Council & Pye Green Community Centre**

By Lindsey Smith – Chief Officer Date : 24.09.2023
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**Terms and Conditions Agreed and Signed by Hirer :-**

Name:
Organisation name and address if applicable :
Signature:
Date: