

# Preston Mall Youth & Community Centre (PMYCC)

May Lane, The Mall, Kenton, HA3 9TX

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## HIRE / LETTING AGREEMENT

**Agreement:** Any agreement made by the management committee to use the premises known as the Preston Mall Youth & Community Centre (PMYCC).

**User:** Any persons or organisation permitted to use or hire the PMYCC.

**This Agreement is personal to the USER and shall not be transferred in part or all**

### POWERS OF THE MANAGEMENT COMMITTEE

1. The management reserve the absolute right to cancel any proposed use / Hire at any time without notice. The **USER** shall not be entitled to any compensation save for a refund of their deposit and any charges paid.
2. The management has the absolute right to terminate any event, function and gathering taking place on the premises if they consider that there has been a breach of the Hire Agreement
3. The management have the absolute right to refuse admission to or remove from the premises any person without having to state the reason.
4. The management's authorised representatives shall have the right to enter the premises at all times. If permission is refused, then the management shall reserve the right to terminate the Hire immediately and without the requirement to refund or compensate the Hirer.
5. The management will use its best endeavours to ensure that:
  - (a) its own use of the premises does not interfere with that of the **USER**.
  - (b) All utilities are in working order.
  - (c) The **USER** shall not be entitled to any compensation in the event of there being any unavoidable conflict of use or if any utilities are out of order at the time of hire.
6. If the premises is considered unusable by the management committee prior to the Hire of the premises, the management shall cancel the Hire and refund any charges / fees.

### HIRING THE PREMISES / CHARGES

7. Hire charges are set out in charges document and shall be agreed before Hire of the premises
8. On acceptance of the PMYCC's Terms and Conditions, the **USER** shall complete and sign the Hire Agreement and submit a deposit of £250 and two forms of ID: one shall be a photo ID.

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9. The deposit shall be refunded at the end of the Hire **unless** there is a breach of the T&Cs of hire by the **USER**: in which case, part or all of the deposit shall be used to compensate / cover any costs resulting from said breaches. For example, leaving the facility later than agreed or leaving the centre untidy and in an unreasonable state.
10. A **cleaning** charge will be applied to each Hire. There will be a **standard** charge of **£50** per Hire for small and medium sized events: such as meetings, training courses etc. There will be an **enhanced** charge of **£100** per hour for parties, large gatherings, and larger events.
11. Regardless of if the **standard** or **enhanced** cleaning is applied, if the PMYCC determine that the premises is left in an unacceptable condition, then a further charge shall be applied for any additional cleaning that is required. For example, spillages, stains and rubbish thrown outside.
12. A standard **caretaker** fee of **£50** per Hire is payable per Hire. The caretaker responsible for opening the venue, monitoring the event and locking up at the end of the Hire.
13. The use of the **kitchen** is not included in the hire. If the **kitchen** is required, a fee of £50 will be payable. The kitchen shall **not** be used to cook food. The **USER** may heat pre-prepared food.
14. If the **USER** wishes to use the gardens / grounds, then the Hire Agreement must specify the exact use. For example, bouncy castles, or other activities. In the event that said activities require power, (electricity) then a charge of £10ph shall be payable .
15. When booking the premises, if the **USER** wishes to attend earlier to set up, then they should allow for this when making their booking and book the required amount of time needed.
16. When booking the facility, the **USER** should allow for enough time to clear up and tidy the venue at the end of the Hire. The **USER** will be given half an hour's grace to tidy up: after which time, additional charges will be incurred. .
17. the premises is not vacated by the agreed time, a charge of £50 shall be payable for each 30 minutes or part thereof that the **USER** remains on site.
18. In the event of cancellation, the deposit shall be refunded in full. If cancellation is made within seven days of the Hire, then 50% of the deposit shall be refunded
19. Full payment must be made **at least 7- days** before the Hire. If full payment is not received, the management shall reserve the right to cancel the Hire and refund 50% of the deposit
20. If Management require security to be present for the Hire, the **USER** shall provide an accredited security operator, acceptable to the management. If the **USER** cannot provide security, then the management shall provide one and a charge shall be payable by the **USER**.

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## RESPONSIBILITIES OF THE USER

### 21. Except with the explicit written consent of the management:

- a. No alcohol or soft drinks shall be brought onto the premises or sold on the premises.
- b. The premises shall not be used before or after the times specified in the Hire Agreement
- c. No alterations shall be made to fixtures or fittings. No additional lighting shall be used
- d. No goods of any description shall be sold on the premises.
- e. No publicity material or fund raising shall be permitted to take place on the premises

### 22. If the **USER** wishes to decorate the hall, they must seek consent of the Management.

Decorations may be used if they do not damage the premise. Only Blu-Tack may be used.

Sellotape, drawing pins and similar types of fixings are not permitted. All decorations shall be removed at the end of the Hire. Any damage caused as a result shall be charged to the **USER**.

### 23. The capacity of the premise is **120 persons** and shall not be exceeded under any circumstances. If more than **120** persons are found to present on the premises, the Hire shall be terminated with immediate effect.

### 24. Only the car park shall be used. Vehicles shall not park anywhere else on the site. The **USER** shall be responsible for ensuring that cars are parked in an orderly fashion and that vehicles do not block the lane leading to the premises or block residents' spaces. If a complaint is received regarding parking, we shall reserve the right to terminate the Hire with immediate effect.

### 25. The playing of music, instruments or any other audio shall cease at the end of Hire.

### 26. Smoking shall not be permitted at any time in the building. Smokers must use the facilities provided for disposal of cigarettes outside and not discard butts into the car park or gardens.

### 27. At the end of the Hire, the **USER** shall leave the premises tidy and to the satisfaction of the caretaker. All rubbish shall be placed in black bags and placed outside of the kitchen. **Rubbish bags must not be left inside the premises**

### 28. The management shall not in any circumstances be responsible to the **USER** or any person entering the premises as per this agreement or for any damage or loss of personal items.

### 29. The **USER** shall not leave any item on the premises at the end of the Hire. If the **USER** does not remove their items, we may remove / dispose of any items left on premises as we see fit.

## THE LICENCED BAR

### 30. **USERS** are not permitted to bring / allow alcoholic or soft drinks onto the premises and shall use the Centre's bar facilities. The premises are licensed by the authorities.

### 31. If there is a breach of **Item 21a of the T&C's**, the management shall terminate the Hire immediately and there will be no refund to the **USER**.

### **IMPORTANT INFORMATION**

32. If **USERS** wish to use additional services as part of their Hire, they **MUST** inform the management committee. For example, Bouncy Castles, and any other similar services.
33. **USERS** shall Indemnify the management against any claims, demands, actions and or proceedings which arise because of the **USER'S** use of the premises and additional services.
34. **USERS** shall repay the management committee the cost of repair / replacement of any damage to property or damage to fittings and loss or theft of PMYCC property during the Hire.
35. If there are any breaches of these T&Cs, the management committee reserve the right, without notice to terminate the rights of the **USER** under this agreement.

**The PMYCC Management Committee**  
**July 2022**