

USER GROUP AGREEMENT

1. User Groups

- 1.1 Any User Group wishing to use the Preston Mall Youth and Community Centre (PMYCC) shall submit an application to the PMYCC Management Committee (MC) in the first instance.
- 1.2 All applications shall be vetted by the MC and the decision to allow the hire / use of the centre shall be made at the sole discretion of the MC and their decision shall be final
- 1.3 All applications shall the purpose of the activity, the proposed use of the facility and proposed frequency of use.
- 1.4 On acceptance, a User Agreement between the PMYCC and User Group shall be agreed for a period not exceeding six-month: after which time the said Agreement shall expire and following a review of the said Agreement by the MC, a new Agreement shall be agreed. Preference shall be given to existing Users.
- 1.5 All User Groups shall be required to sign up to and demonstrate compliance with the PMYCC rules, regulations, and policies.
- 1.6 All User Groups shall be bone fide organisations governed by a Constitution / Governing Document that sets out its purpose, aims and objectives.
- 1.7 All User Groups shall be required to sign up to the PMYCC's rules, regulations, and policies and demonstrate that they have appropriate policies and processes in place that are compliant with statutory legislation and legal requirements. For example, as a minimum, User Groups are required to demonstrate that (where appropriate) staff are DBS checked, there are suitable Child Protection, Health and Safety and Diversity & Equality processes in place.

- 1.8 All User Groups shall operate and use the Centre at the discretion of the PMYCC Management Committee.
- 1.9 If the PMYCC rules and Terms and Conditions are breached, the MC reserve the right to terminate the User Agreement with immediate effect.

2. Membership of User Groups

- 2.1 User Groups must ensure that they promote participation regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 2.2 All members will be subject to the regulations of the PMYCC and by joining as a member of a User Group, they will be deemed to accept these regulations and codes of practice that the PMYCC has adopted.
- 2.3 Individuals User Groups and clubs shall not be eligible to take part in the business of the PMYCC, vote at general meetings or be eligible for selection onto the Committee unless by invitation by the MC as a representative of their User Group.

3. Equity

- 3.1 PMYCC is committed to ensuring that equity is incorporated across all aspects of its development. In doing so it acknowledges and adopts the following definition

Equity is about fairness, equality of access, recognising inequalities and taking steps to address them. It is about ensuring that the PMYCC becomes equally accessible to everyone in the Community.

- 3.2 The PMYCC respects the rights, dignity and worth of every person and will treat everyone equally, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality, or social/economic status.
- 3.3 The PMYCCC is committed to everyone having the right to participate in an environment free from threat of intimidation, harassment and abuse.
- 3.4 All PMYCC Users have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
- 3.5 The PMYCC will deal with any incidence of discriminatory behaviour seriously and in accordance with its rules and regulations.

4. Finances

- 4.1** All User Groups shall agree a hire charge before the commencement of the Agreement. Payment shall be made on a regular basis to be agreed between the User Group and PMYCC.
- 4.2** Payment shall be made by direct debit into the bank account of the PMYCC
- 4.3** PMYCC reserve the right to review and amend the hire charge by giving reasonable month notice of their intention to amend.

5. Complaints, Discipline and Appeals

- 5.1** All complaints regarding the behaviour or conduct of PMYCC users should be presented and submitted in writing to the Secretary.
- 5.2** The MC will meet to hear complaints within 14 days of a complaint being lodged. The MC has the power to take action that may include terminating User Agreements if they find that there has been a breach thereof.
- 5.3** The outcome of a complaint should be notified in writing to the person[s] who lodged the complaint and the User / User Group against whom the complaint was made.
- 5.4** There will be the right of appeal to the MC following a decision being made. The MC should consider the appeal within 14 days of the Secretary receiving the appeal.
- 5.5** All concerns, allegations or reports of poor practice/abuse relating to the welfare of young people will be recorded and responded to swiftly and appropriately in accordance with the rules of the PMYCC and its child protection policy. The Welfare Officer is the lead contact for all Users in the event of any child protection concerns and reported to the appropriate authorities.

6. OTHER

- 6.1** Any specific arrangements between the PMYCC and User Group shall be set out hereinunder. For example, the hire charge, times of use and any agreed conditions.

HIRE CHARGE

The hourly rate shall be set at £50ph. This includes a discount of £25ph.

DATE and TIME of HIRE

The days / times of use shall be: [DAY] [TIME FROM & TO]

USE:

Only the main hall shall be used. The kitchen and classroom are not included in the hire.

OTHER ARRANGEMENTS:

The User Group shall be permitted to place storage unit on site. The size and position of the unit shall be decided by the PMYCC. The User group shall purchase the storage unit and the PMYCC shall recognise that it belongs to the User Group.

The PMYCC shall reserve the right to have the storage unit removed by giving one month notice in advance. The User Group may remove the storage unit at any time and without the permission of the PMYCC.

The PMYCC shall not be responsible for any damage to the Storage Unit and the User have accepted that the Storage Unit is placed onsite at risk and that they will not be entitled to compensation in the event that it is damaged.

COMPLIANCE WITH POLICY:

1. All User Groups shall comply with the Preston Mall Youth and Community Centre Rules and Regulations. of the Preston Mall Youth and Community Centre (PMYCC) shall be bound by our Rules and Regulations and our Policies: for example, the *PMYCC Code of Conduct, Equal Opportunities Policy, Diversity, Equality and Inclusion Policy, Health and Safety Policy* and any such policy or guidance that the management committee shall introduce.
2. Failure to comply with any of the PMYCC's policies may result in the User Agreement / Hire and use of the centre being terminated and / or result in suspension from attending / using the Centre

POWERS OF THE MANAGEMENT COMMITTEE

3. The management committee reserve the absolute right to cancel any proposed use of the PMYCC at any time without notice. In such circumstances, the User Group shall not be entitled to any compensation.

4. The management committee 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 User Agreement and / or Hire Agreement
5. The management committee's authorised representatives shall have the right to enter the premises at all times. If permission is refused, then the management committee shall reserve the right to terminate the Hire / use of the facility immediately and without the requirement to refund or compensate the Hirer.
6. The management committee 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.
7. If the premises is considered unusable by the management committee prior to the Hire of the premises, the management shall cancel the Hire / use of the centre and refund any charges / fees.

HIRING THE PREMISES / CHARGES

8. Use of the premises shall be subject to the Terms and Conditions of Hire – a copy of which is available from the Secretary.

RESPONSIBILITIES OF THE USER

9. **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 goods of any description shall be sold on the premises.
 - d. No publicity material or fund raising shall be permitted to take place on the premises.
10. 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.
11. 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 the management committee consider that User Groups are not managing the car park in a reasonable manner, then the Management Committee shall either

- appoint an attendant: the cost of which shall be paid by the User Group.
- Prohibit the User Group from using the car park.

12. Smoking shall not be permitted at any time in any of the buildings.

13. The management committee shall not be responsible to the **USER** or any person entering the premises for any damage / loss of personal items.

14. **USERS** shall pay the cost of repair / replacement of any damage to property or fittings and loss or theft of PMYCC property during the use / hire of the premises.

15. If there are any breaches of the centre's Rules and regulations, the management committee reserve the right to terminate the rights of the **USER** under this Agreement