



Malvern Youth and Community
Trust (Malvern Cube)
Albert Road North
Malvern, Worcs
WR14 2YF

T: 01684 575363
M: 07483 411620 (09:30 to 16:30)
E: manager@malverncube.com
W: www.malverncube.com

Special Event

Hire Agreement between Malvern Youth and Community Trust (Malvern Cube) and

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Start Date of Event:		End Date of Event:	
Final Quote:	£		
Agreed Arrangement:			



Malvern Cube is run by a Board of Trustees and aims in all its decision making and operation to be responsive to the community by being accessible, inclusive, affordable, ethical, diverse and sustainable.

Our hireable space consists of 6 rooms of various sizes, a theatre and outdoor space. Organised hire of the grounds must be arranged with the Centre Manager, to ensure all activity is compliant with MYCT's insurance policy.

In this Special Event Hire Agreement, the following definitions apply:

The terms 'we' 'us' and 'our' refer to the management of the Malvern Cube.

The terms 'you' and 'your' refer to an individual, or the named contact for a group, that wishes to hire space / run an event at the Malvern Cube.

'A special event' is a one time or infrequently occurring event outside normal programs or activities at Malvern Cube for example a private party, theatre performance, music gig etc that may include the use of multiple rooms at any given time.

'The Lead Hirer' means the person responsible for the booking and delivering the event.

'Event Lead' means the person responsible for opening / closing the building; leading in the event of an emergency situation and evacuation having undergone 'Event Lead' training so that they have an excellent working knowledge of the Cube. Every event will need a designated person who attends the event and is the first point of contact for those attending.

'DPS' means the Designated Premises Supervisor as defined in the Licencing Act 2003 and who operates the bar. MYCT's Board of Trustees and Centre Manager is the collective DPS responsible for overseeing the sale and dispensing of alcohol on the premises and only allow the sale of alcohol on the Premises to be undertaken by staff, workers or volunteers of MYCT who have undertaken Personal Licence training or who have been trained by one of those with a Personal Licence.

'Out of Hours' means before 9.00 a.m. and after 4.30 p.m. Monday to Friday, and all day Saturday, Sunday and public holidays.

These are our General Terms and Conditions. When you make your booking we will discuss each heading with you to ensure it meets your purpose, and amend it if necessary and acceptable to us. The final signed document then becomes specific to your booking and is your agreement with us.

Terms and Conditions applicable to all special events

Malvern Cube is a vibrant community and arts centre, and we are very proud to be able to offer a diverse programme of events and activities. As a self-funding charity, we are reliant upon income from hires and events and are keen to ensure that all events held here run smoothly. In order to provide a safe and welcoming environment for everyone and to meet the conditions of our insurance, please ensure you are familiar with the terms and conditions below.

1. Booking and Confirmation:

- a. An emailed booking confirmation from us with this Special Event Hire Agreement, signed and dated by you, is necessary to confirm your booking. Minor variations may be agreed between us with an email confirmation, but major changes will require a new agreement.
- b. You are entitled to enter the premises for the time and in the space specified in your booking only. To avoid any conflict with a preceding or following hire, please ensure you have allowed adequate set up and pack down time when confirming your event start and end time. Any overrun of the hire period shall be charged at the normal rate per hour or part thereof.
- c. If you are hiring a room(s) for a special event, we will endeavour to book all the rooms that you require. However, please note that Malvern Cube is a Community and Arts Centre, therefore we do have regular room hirers.
- d. It is your responsibility to check that the date, time and room location is correct in the booking system.

2. Payment:

- a. You will be invoiced in advance and full payment must be made 2 weeks prior to the event.
- b. If your event is a private party, room hire fees must be paid in full prior to the booking date. A deposit of 50% is required upon signing of the agreement.

3. Cancellation:

- a. Unless agreed otherwise at the time of booking, the following cancellation terms will apply. Bookings cancelled with:
 - i. less than 2 weeks' notice: the invoice must be paid in full, unless there are extenuating circumstances
 - ii. a deposit
 1. more than two weeks' notice up to one month: the deposit will be retained

2. prior to one month a full refund of the deposit will be given

4. Discounts:

- a. We may apply discounts in certain circumstances, and these will be detailed in the breakdown on page 1.

5. Insurance:

- a. We have insured the premises for normal risk, but you should consider and cover any additional risks of accident, injury, or personal liability applying to your particular event. It is vital that you discuss the type of event in full at time of booking in order for us to check that your event is compliant with our insurance requirements.
- b. Your use of the Centre and its equipment, facilities and amenities is entirely at your own risk. We will not be liable for the death of or injury to any user, or for consequential loss, other than that arising from the defective condition of the Centre or its equipment, or from our proven negligence.
- c. You are responsible for sourcing insurance that is appropriate to your needs and we may ask to see a copy of this.

6. Health and Safety:

- a. The Lead Hirer (you) are responsible for all event attendees, at all times.
- b. All hirers are expected to provide a risk assessment and where children and young people or vulnerable adults are involved this must demonstrate that they are safe in their care.
- c. Although most rooms are accessible by people with impaired mobility, the building is on two levels and there are a number of stairs and steps, including from some emergency exits, as well as a steep slope from the road to the main entrance. We have a platform lift that can be used in lieu of the stairs outside of the theatre. We strongly recommend that you familiarise yourself with the layout of the centre, and take appropriate care when moving around the building, in the car park, and in wet or icy conditions.
- d. You must familiarise yourself with the statutory fire procedures for the centre, including location of fire alarms, emergency exits, fire safety equipment, and meeting points away from the building. These are clearly displayed throughout the centre. As the Lead Hirer it is your responsibility to read the attached fire safety brief before the event and safely evacuate your event attendees and ensure everyone is accounted for in an emergency.
- e. You must always keep gangways and emergency exit doors clear and accessible.
- f. In discussion with you as the Lead Hirer a decision will be made as to whether the responsibility of Event Lead will remain with yourself as the Lead Hirer or be delegated to a member of the Malvern Cube staff (for an additional cost).

- g. At Malvern Cube we endeavour to provide a safe environment at all times. If Malvern Cube staff are scheduled to work at the event please alert a member of the team immediately if you observe faulty, hazardous or broken equipment or require any support. If there are no Malvern Cube staff at the event please do not use the equipment and report the issue to the manager on the next working day.
- h. For any out of hours emergencies, there is a mobile number to call 07929 058276.
- i. The first aid requirements for you and your attendees remain your responsibility. After the event if there have been any medical incidents or any significant incidents or near misses, please inform the Centre Manager. We provide first aid boxes but advise that you supply your own for your event. If you do use our supplies please let us know what has been used.

7. Access to the Building and Security:

- a. If necessary and appropriate you will either be given the contacts details of a delegated Event Lead who will meet and greet you on arrival and be the contact during the event up to close. Or you will be required to undertake a building induction and then will receive the necessary code and instructions for entering and leaving the premises. You are responsible for keeping this confidential, for ensuring that no unauthorised person gains access, and for properly securing the premises on your departure.
- b. When your event is live, we require you to manage access into and out of the building in the room(s) you have hired, this will require either staffing the entrance(s) / exit(s) yourself or with prior agreement arranging the provision of Cube volunteers to undertake this role.
- c. Hirers are strongly advised not to be alone in the building and do so at their own risk. Malvern Cube operates a Lone Working Policy, which is available in the office.
- d. Hirers in possession of access codes can only let themselves into the building at the agreed start time.
- e. If when you arrive at Malvern Cube you observe any sign of break in or disturbance, please do not enter the building; call 111 or 999 if an emergency and the Out of Hours number see 5g.
- f. If the Lead Hirer is left on their own at the end of the hire period please ensure the following:
 - i. all windows and doors are secured,
 - ii. that everyone has vacated the space, (please check toilets)
 - iii. taps and lights are turned off, (including the car park lights if they have been used).

- iv. any electrical heaters that have been used are turned off and unplugged

8. Safeguarding:

- a. Malvern Cube has a range of Policies, including Health and Safety and Safeguarding Children and Vulnerable Adults. Please request a copy at the office if you would like to access them.
- b. We require hirers who work with children and / or vulnerable adults to have an up-to-date Safeguarding Policy and DBS clearance as necessary. We reserve the right to ask to read a copy of your document.
- c. If taking photos or film whilst at a special event it is the responsibility of the Lead Hirer to determine if signage or other consents are required, if so the Lead Hirer is responsible for displaying the signage throughout the duration of the event.

9. Room Set-up / Cleaning:

- a. You must adhere to the set up and break down arrangements and timings agreed, to ensure a smooth and unhurried transition to the next hirer (even if that is the following day).
- b. Setting out tables and chairs is your responsibility, unless it has been agreed at time of booking that Cube staff and / or volunteers will undertake this role. When setting up the room it is essential that no fire exits are blocked, you must adhere to safe manual handling and deploy a minimum of two people to move tables and chairs. We have a chair trolley that you are welcome to use. Moving furniture is done at your own risk and we cannot accept liability for any damage or injury arising from this.
- c. It is essential that at the end of your event you return all furniture to its original storage position and any equipment that is brought into the building is removed immediately after the event. The Lead Hirer shall leave the building (including the toilets and kitchenette) and surrounds in as clean and tidy a condition as they found it at the start of the hire. All Lead Hirer's rubbish, both inside and outside can be disposed of using our commercial bins. General waste is to be bagged and disposed of in the black commercial bin, recycling is to be collected and emptied into the blue recycling bin loose. If not, the Lead Hirer may be subject to an additional charge post event. Bin codes will be provided on request.
- d. When hiring the theatre please let us know in advance if the decorative lanterns in the centre of the room need to be removed for your event.

- e. The Lead Hirer is responsible for reimbursing the cost of any damage to the premises, furniture and equipment sustained during the hire. We reserve the right to inspect rooms and equipment before and after the hire.
- f. You must take care of your personal possessions. We accept no responsibility for theft, loss or damage to articles or equipment that you bring onto the premises, unless clearly caused by our proven negligence.

10. PA Equipment / Lighting / Bringing own equipment:

- a. If you are intending to use the PA system or lighting, a demonstration will be given which will cover the following basic use:
 - i. How to connect a phone to the PA system to play music
 - ii. How to switch on festoon lights; disco ball and fairy lights
 - iii. How to use a microphone
- b. If you require a more comprehensive set up, this needs to be agreed in advance and will include an additional cost of a sound / lighting technician (if available). Alternatively, you will need to provide your own technician who needs to liaise with us in advance of the event.
- c. If you are intending to use the projection equipment or screen a demonstration will be given in advance of the event.
- d. If there are flashing and/or moving lights and haze part of the event, it is the responsibility of the Lead Hirer to make the audience aware.
- e. With the exception of mobile phones, tablets and laptops, you must have our permission to bring any additional electrical or electronic equipment into the building. We will normally grant permission unless we believe the risk of so doing is unacceptable. All equipment needs to have a current PAT certification if over a year old.
- f. We shall not be held responsible for any loss caused by a breakdown of machinery, failure of the electricity supply, leakage of water, fire, Government restriction, strike, or any other unforeseen circumstance which may cause the centre to be temporarily closed or the hire to be interrupted or cancelled.
- g. None of the following items may be brought into the premises for any reason: any explosive or flammable substances including gas cylinders; deep fat fryers; fireworks; Chinese lanterns; naked flames; unanchored helium balloons.

11. Food, Drink, Smoking and Vaping:

- a. The cafe operational hours are 10am to 3pm Monday to Thursday (2pm on a Friday). However, the cafe may be able to provide bespoke catering for your event with prior agreement, at an additional cost to room hire.
- b. You may be permitted to bring catering units onto site, prior agreement is necessary, and you may be required to provide PLI, food hygiene documentation

and a risk assessment. Please note there are no outside power sockets therefore catering units must be self-contained.

- c. A bar is in the Theatre and can be hired for your event with prior agreement with the DSP, at an additional cost to room hire. For events with less than 80 attendees approx 2 bar staff are required for events large between 3 – 4 bar staff may be required.
- d. Smoking and vaping is prohibited in all indoor spaces. Sand buckets are provided for use within the grounds.

12. Licensing:

- a. Our Premises Licence does not allow alcoholic drinks to be brought onto the premises under any circumstances.
- b. You must ensure that you comply with all necessary licensing and other legal formalities concerned with any activity undertaken during the hire (e.g. concert, play, film, dance), and that you do not infringe any copyrights. We are located in a residential area and to ensure the noise is not considered a nuisance all live and recorded music **must not** be played after 23:00.
- c. The Lead Hirer shall be responsible for ensuring that the level of noise generated during the hire is at a level in accordance with the Noise Abatement Act so as not to cause any annoyance to the community or to give reason for complaints.

13. Ticketed Events

- a. If there are 'on the door' ticket sales for your event, the Lead Hirer must provide a float and a means to take card payments. Please note we will not be able to provide a float or take event ticket sales at the bar.
- b. If tickets are sold a 2% Performing Rights Society (PRS) fee will be taken from the gross ticket income before any other costs are incurred.
- c. To remain compliant with our PRS licence requirements, tickets cannot be priced above £19.50.

14. Event Promotion:

- a. The event, whether a private party or public event, cannot be promoted till the agreement and payment terms have been agreed.
- b. If the event is a public event Malvern Cube branding guidelines must be adhered to.
- c. If the event is a public ticketed event, to avoid confusion we strongly recommend that tickets are sold via Ticketsource (our approved provider) the event will then be promoted on [the Malvern Cube website](#). If sold through another outlet, the event cannot currently be promoted on this website.

15. Parking:

- a. There is free parking for up to 20 cars on site. Please ensure you park within the designated spaces only, and be aware of people walking through the area.
- b. We permit Cube Youth to use the area for basketball on Thursdays from 16:30 to 19:30 March to November, this may be extended to include the school holidays. Please let us know if you require space for unloading/unloading during these times.
- c. Parking in the car park is strictly at your own risk and we cannot be held accountable for the loss, damage or theft of vehicles in the car park.
- d. There is one marked accessible parking space in the car park. Blue badge holders may by arrangement park at the front of the Cube if visiting the café or top section of the building.
- e. Alternatives:
 - i. On street, unrestricted parking on Albert Road North opposite the Cube entrance; please do ensure our neighbours' driveways are not compromised or obstructed
 - ii. 2 hour maximum in designated on street parking areas on Como Road (2-5 minutes' walk to the Cube)
 - iii. Chargeable public parking in the Victoria Road car park (5-10 minutes' walk to the Cube)

16. Good Neighbourliness

- a. We are in a residential area, so we require that everyone attending events at the Cube are respectful towards our neighbours and keep noise and disturbance to a minimum, especially in the evenings and at night. We therefore have to insist that:
 - i. You do not allow any nuisance or commotion as a result of your event in the building, grounds or immediate vicinity
 - ii. You observe the conditions of the premises' license
 - iii. You do not use the premises for any illegal purpose (eg drug use)
 - iv. You observe our health, safety and security requirements
 - v. You prevent any activity that may endanger public safety such as disorderly behaviour or overcrowding. Room capacity limits will be determined at point of booking.

17. Complaints:

- a. Should you be dissatisfied with any aspect of your booking with Malvern Cube, including the service you have received from us, please inform us immediately and we will do our utmost to rectify the matter as soon as possible.
- b. If you wish to make a complaint, please contact the Centre Manager and / or our Chair of Trustees. Please also see our [Complaints Policy](#).

18. Other:

- a. We are an inclusive community setting and thank all users for their courtesy and tolerance of other users.
- b. We require everyone using the Cube to be respectful towards other users and people working at the Cube, and will address unseemly, selfish or antisocial behaviour either directly with the individual or through their group leader. If the behaviour does not improve we reserve the right to banish the individual from the Cube temporarily or permanently, according to circumstance.
- c. We operate reception hours of 09:30 to 12:30 Monday to Friday. We encourage people to drop by within this time period or make an appointment in advance, we aim to reserve afternoons for office tasks and are therefore available for emergencies only.
- d. We reserve the right to enter any space on the premises at any time to ensure our terms and conditions are being observed, whilst acknowledging that your event may have confidentiality or sensitivity requirements.
- e. The maximum capacities for each room depend on the room layout, this information can be provided when talking through your event needs.
- f. The Lead Hirer shall comply with our [Policies](#).
- g. The Lead Hirer will be responsible for the behaviour of all persons using the premises whatever their capacity.
- h. We reserve the right to apply further conditions if you have particular requirements, or to refuse an event booking should we judge that it would conflict with our ethos and values, or cause undue disturbance to our existing hirers. Likewise, we reserve the right to cancel a confirmed booking if it becomes clear that it is conflicting with our ethos and values, or is causing undue disturbance to our existing hirers. This would normally be with 1 months' notice, but may be without notice or refund if we judge the case to have serious consequences should it continue.



Name:

Signed on behalf of, (Event Name)

Manager's Comments:

Signed on behalf of the Malvern Cube:

A handwritten signature in black ink, appearing to be "A. Smith", is written over the signature line.

Date.....

Please note: This agreement is valid for the period stated on page 1.