



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

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

and

Date of first booking:		Date of last booking:	
Frequency / Time and preferred room:			
Please detail any exceptions eg non term time:			

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 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 or run an event at the Malvern Cube.

A 'regular/frequent hire' is a series of repeat room bookings over a given period of time.

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



'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.

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 document then becomes specific to your booking and is your agreement with us.

Terms and Conditions applicable to all regular hires

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, and this Hire Agreement, signed and dated by you, is necessary to confirm your booking. The signed agreement then applies to all further bookings concerning the same/similar activity for the period stated on page 1 only. Minor variations may be agreed between us with an email confirmation, but major changes will require a new agreement before we can accept further bookings.
- 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 booking 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 for an extended period eg several weeks / months, we will endeavour to keep your booking to the room requested. However, please note Malvern Cube is a Community and Arts Centre, therefore on occasion we may need to move your booking to a similar sized room to facilitate a special event.
- d. It is your responsibility to check that the date, time and room location is correct in the booking system.

2. Payment:

- a. As a general principle, payment for hires should be made in advance unless agreed otherwise at the time of booking. Failure to meet this condition may result in our cancellation of your booking without penalty or notice.
- b. Bookings will be invoiced at the start of each calendar month and payment must be received by the 15th of the month, unless different terms are agreed with the Centre Manager.
- c. We prefer payment to be made directly via BACS rather than cash payments. Please quote the invoice number when making payment.

3. Cancellation:

- a. Unless agreed otherwise at the time of booking, the following cancellation terms will apply. Bookings cancelled with:
 - i. less than 1 weeks' notice: the invoice must be paid in full, or no refund if already paid.
 - ii. Less than two weeks' notice: a credit note will be offered

- iii. More than two weeks' notice: no charge will be incurred, or a full refund given if payment has already been made.
- b. If we are unable to relocate your booking to another room whilst a special event is taking place, we reserve the right to cancel your booking on that day with 2 months' notice in order to facilitate the special event.

4. Discounts:

- a. As a community and arts centre we aim to keep our prices as low as possible to remain affordable to people in the community. We may apply a discount in certain circumstances.
- b. We reserve the right to withdraw discounts at any time, but we would give at least 30 days' notice.

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 activity. It is vital that you discuss your activity at time of booking in order for us to check that your activity 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 members of their group, at all times. Any concerns about the safety of a member of your group, should be discussed confidentially with the Centre Manager in order to support the safeguarding of other users.
- 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 and your group 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 activity and safely evacuate your attendees and ensure everyone is accounted for in an emergency.

- e. You must always keep gangways and emergency exit doors clear and accessible.
- f. You are responsible for making members of your group aware of these procedures, and for ensuring that every member of your group is accounted for in the event of an emergency.
- g. At Malvern Cube we endeavour to provide a safe environment at all times. Please alert a member of Malvern Cube immediately if you observe faulty, hazardous or broken equipment or require any support.
- h. Whilst some of our staff are First Aid trained, the first aid requirements for you and your group remain your responsibility. Please inform the Centre Manager if any of your group requires medical assistance, or if there are any significant incidents or near misses. We provide first aid boxes but advise that you supply your own for your group. If you do use our supplies please let us know what has been used.

7. 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 groups and 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 documents.
- c. If taking photos or film whilst at Malvern Cube, it is imperative that images of others are not inadvertently taken and explicit, written consent is obtained from the subjects in photographs. Images must not be posted on social media without the written consent of those in the photo; in the case of children and / or vulnerable adults, this must be signed consent from the legal parent or guardian and must state specifically permission, (or not) to share on the internet.

8. Room Set-up / Cleaning

- a. You must adhere to the set up and break down arrangements and timings agreed at the time of booking, to ensure a smooth and unhurried transition to the next hirer.
- b. Setting out tables and chairs is the responsibility of each Lead Hirer, however, please speak to us if this is physically difficult. 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 activity you return all furniture to its original storage position and any equipment that is brought into the building is removed immediately after the activity, unless a prior arrangement has been made regarding storage, which may incur an additional charge. Please note if you do store items here they will not be covered within our insurance policy.

- d.** 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.
- e.** 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.
- f.** If using the kitchenette please ensure that no food or refreshments including milk are left in the fridge overnight.
- g.** Should your room allocation become unsuitable for your purpose, please discuss the matter with us and obtain a written variation or addition to the agreement and pay any extra hire charge that may arise as a result of moving location.

9. PA Equipment / Lighting / Bringing your 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
- b.** If you are intending to use the projection equipment or screen a demonstration will be given. We recommend that this is done in advance of the activity as there may not always be someone available to help up if left to the day of your activity.
- a.** 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. For a small charge, we may be able to PAT test electrical items to ensure compliance. All equipment needs to have a current PAT certification if over a year old.
- c.** 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.
- d.** 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.

10. Food, Drink, Smoking and Vaping:

- a.** A drinking water dispenser is available free of charge in the café.
- b.** A selection of food and non-alcoholic drinks may be purchased from the café, currently open between 10am and 3pm daily (2pm on a Friday). We recommend that you pre-book with the cafe directly if you require lunch for your group.

- c. If you or any members of your group have allergies and / or dietary requirements, please speak to our cafe team who will be pleased to advise you.
- d. Smoking and vaping is prohibited in all indoor spaces. Sand buckets are provided for use within the grounds.

11. 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 in the course of the letting (e.g. concert, play, film, dance), and that you do not infringe any copyrights.

12. Activity Promotion:

- a. We ask that your activity is not promoted till the agreement and payment terms have been agreed and signed.
- b. In order to promote the activity on our website, details need to be submitted by completing the form here and submitted with a suitable image.
- c. If the activity is a promoted publicly Malvern Cube branding guidelines must be adhered to.
- d. If the activity requires tickets, to avoid confusion we strongly recommend that tickets are sold via Ticketsource (our approved provider) the activity will then be promoted on the Malvern Cube website. If sold through another outlet, the activity cannot currently be promoted on this website.

13. 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 check with the office.
- 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 in 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)

14. Good Neighbourliness

- a. We are in a residential area, so we require that everyone attending activities at the Cube are respectful towards our neighbours and keep noise and disturbance to a minimum, especially in the evenings. 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.

15. 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. If that is not practical or possible we will do our best to find an alternative space, or offer a refund, or an additional slot free of charge, whichever best suits your need.
- 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](#).

16. Other:

- a. We are an inclusive community setting and thank all users for their courtesy and tolerance of other groups.
- 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 arrange an appointment, 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 group may have confidentiality or sensitivity requirements.
- e. We reserve the right to apply further conditions if you have particular requirements, or to refuse a 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.

Additional Conditions for Out-of-Hours lettings and events

‘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.

17. Access to the Building and Security:

- a.** If necessary and appropriate you will receive at the time of booking the 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. When your group is in attendance, we require you to lock the doors to ensure no unauthorised entry. 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 accessible for perusal.
- b.** 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.
- c.** For any out of hours emergencies, there is a mobile number to call 07929 058276.
- d.** When leaving Malvern Cube, you must ensure:
 - 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 used are turned off and unplugged

Name:

Signed on behalf of, (group)

Manager’s Comments:

Signed on behalf of the Malvern Cube:

Date.....

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