

The Claremont Centre

Terms and Conditions of Lettings

These conditions, together with the form of application to hire Claremont Centre accommodation, the conditional confirmation of booking and the receipted account for the hire, shall constitute the contract between Trafford Music Service (TMS) and the hirer, Manchester Wind Band (MWB).

1. Application

All applications for the hire of the premises must be on the form provided and (subject to Clause 2 below) the person(s) signing the application shall be deemed to be the hirer(s). TMS reserve the right to refuse any application without explanation.

2. Capacity of Hirer

Persons applying to hire Claremont Centre accommodation on behalf of unincorporated associations (eg clubs and societies), firms and companies shall:

- Disclose that fact on the application form and indicate the name of the association, firm or company and its principal place of business or (in the case of companies) its registered office;
- Be deemed to have authority to enter into this contract on behalf of the association, firm or company and to bind it or as the case may be its partners, members and officers.

3. Payment of charges

All charges shall be paid as agreed.

If the balance of the charges is not paid, the letting may at any time be declared void and the premises may be re-let to any other person by TMS.

TMS may revise the charges on an annual basis and will provide appropriate notice in writing of hire charge changes.

The hire is made on the understanding that any increase or decrease in charges before the function date will be paid by the hirer(s) or allowed by TMS as appropriate.

Admittance to the premises is only permitted on production of a fully receipted account for hire to the reception administrator.

4. Electrical Equipment

All portable electrical equipment must have a current electrical test certificate for use within the building. A copy of the certificate must be provided if requested by reception administrator at the commencement of the function.

5. Seating Capacity and Equipment

The maximum number of persons to be admitted and conditions of access and egress, if applicable should be supplied to TMS at least seven days prior to the date of the hire. The hirer(s) must ensure that attendees do not exceed the stipulated figures at any time during the hire. The hirer(s) must ensure that attendees do not exceed the stipulated figures at any time during the hire. Gangways must not be interfered with in the interests of public safety. Entrances, exits, corridors and passageways must be kept clear of obstructions.

Seating, lighting and other requirements should be specified at the time of the booking. No responsibility will be accepted by TMS should the hirer(s) fail to do so. The hirer(s) is responsible for equipment in or brought to the premises. TMS will not accept liability for any loss or damage attributable or arising out of the presence, use or condition of such equipment.

6. Storage

There are no storage facilities available at the Claremont Centre.

7. Cancellation by TMS

TMS reserve the right to cancel any hire at any time without notice in case of emergency. As much notice as possible will be given. In such circumstances, TMS can accept no liability for loss incurred as a result of such cancellation but undertake to refund any payment made or would endeavour to rearrange any booking.

8. Cancellation by the Hirer

In the event of the hirer(s) wishing to cancel the booking, there will be no charge if the cancellation is more than 28 days from the booking date.

If less than 28 days' notice is given by the hirer(s), then 25% of the charge will still apply.

If less than 48 hours' notice is given by the hirer(s) then the full rental charge will still apply.

All cancellations must be given in writing.

9. Refusal of Admission

TMS reserve the right to refuse admission of any person to the premises and to require any person to leave the premises upon request by an authorised employee or agent of TMS.

10. Performing Rights

No copyright dramatic or musical work can be performed unless the licence of the owner of the copyright is produced to TMS if requested.

The charge does not include (where applicable) all payments in respect of the hirer(s) liability under the Copyright Acts.

The hirer(s) shall indemnify TMS against any infringement of copyright which may occur during the hiring.

11. Indemnity and Insurance

The hirer(s) agree(s) to indemnify TMS against actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury occurring during the period of hire.

The above indemnity must be covered by £5,000,000 Public Liability insurance. The hirer(s) will be required to provide on demand such evidence of insurance.

The hirer(s) shall affect and throughout the life of this agreement maintain insurance as outlined above.

Commercial hirers must provide evidence of their own £5 million Public Liability Insurance Cover when returning the completed booking form.

12. Damage to the Premises & Equipment

It is the hirer(s) responsibility to protect the premises during a period of hire. If any damage occurs or is sustained during a period of hire (other than damage or destruction which in the opinion of TMS could not reasonably have been prevented) the hirer(s) shall forthwith indemnify TMS against the same and in particular but without prejudice to the foregoing:

The hirer(s) shall ensure that no nails, screws, etc are driven into any part of the premises.

The premises must be left in a clean and tidy condition. Any equipment used (subject to permission) must be returned to its original position in good order and in it's original state.

TMS reserve the right to apply additional hirer(s) charges in the event of the venue not being left in a clean and tidy condition.

The hirer(s) shall not be liable for any damage caused by negligence of TMS, its servants or agents, nor for any damage caused by anything of a faulty or defective nature in the building or any of the machinery, plant or equipment.

All musical instruments, additional equipment, furniture or effects which the hirer(s) may with the consent of TMS bring into the building shall be provided at the hirer(s) expense and risk and shall be removed by them at or before the expiration of the hiring. The hirer(s) must have appropriate loss recovery insurance in place for said musical instruments, additional equipment, furniture or effects.

13. Preservation of order

The hirer(s) shall not permit any drunk and disorderly conduct to take place on the premises.

No unlawful gaming shall take place on the premises and the distribution of cash prizes or any announcement thereof is strictly prohibited.

No injury shall be done to TMS or any part thereof, nor shall any activity whatsoever be permitted that shall be of annoyance to TMS, be contrary to any statutory provisions, by-laws or regulations, or which is reasonably adjudged likely to bring TMS into disrepute. There will be strictly no taking of any illegal substance in any part of the building, any person found to be carrying or taking any illegal substance on the premises will be asked to leave immediately and the police will be informed.

TMS reserves the right of entry to the premises at any time during the hiring for the Manager and other authorised employees or agents of TMS and police officers who shall have full power to enforce these conditions and preserve peace and good order.

The hirer(s) agree not to cause noise nuisance which impacts on local residents and must not rehearse beyond 10.00pm.

14. Advertisements

Except with prior written consent of TMS:

- No advertising of a commercial nature shall be permitted at the premises

No advertising matter shall be placed on the exterior of the premises except on the day of the event and in any case, advertising only the event which is taking place, approved by TMS and must be removed immediately after the event.

The hirer(s) should before publishing, distributing or exhibiting the same submit to TMS for approval a copy of all notices and tickets to be used in connection with the hiring.

15. Compliance with TMS Requirements

The hirer(s) must comply with any requirement imposed by TMS as referred to in points 12, 13 & 14 above to prevent damage to the premises, disturbance to residents or for any other reason. This agreement may relate to more than one hiring.

If this requirement is not observed under this clause, on the occasion of any other such hiring, TMS can review and if necessary refuse any hiring which has not yet taken place, without paying compensation to the hirer.

16. Exclusion Clause

In addition to any matter or thing liability for which is excluded or restricted by any other condition, TMS is not responsible for:

Any article brought onto or left in any part of the premises.

Theft, loss or damage to any vehicles parked in any car park provided.

17. Car Parking

It is the hirer(s) responsibility to ensure that people attending the premises comply with TMS Conditions for car parking to ensure that such people park in a considerate manner without causing inconvenience to others.

18. Agreement as Contractual Only

No part of the contract between TMS and the hirer(s) shall create any right of property and the interest of the hirer(s) in the premises is a contractual licensee only.

19. Meeting Rooms

If booking a meeting room please be aware that it is the hirers responsibility to set up and clear away their own equipment. Tables and chairs are provided within the room and this space must be left as found.

20. Fees and Charges

TMS reserve the right to review the hire charges on an annual basis.

21. Securing the Premises

The premises will be secured by Trafford Music Service employees.

22. Responsibilities of the Hirer(s)

The hirer(s) shall, at all times, observe the Conditions of the Letting, the Health & Safety and Fire Management Strategy and any directions given to it by TMS or any other duly authorised official of TMS which are consistent with the Conditions of Letting. The hirer(s) shall procure that all of its members (and any third parties) comply.

No alterations shall be made to or in any part of the rehearsal area and storage areas without the previous consent of TMS in writing.

The hirer(s) shall leave the accommodation at the end of the said hiring in as good a state as it is at the commencement of the hiring (reasonable wear and tear and acts of TMS excepted). The hirer(s) will take all reasonable precautions to prevent damage by its members and undertake to meet in full any

substantiated claim by TMS for damage thus incurred. Additional charges may be incurred by the hirer(s) for clearance of any post-hire debris deemed excessive by TMS.

The hirer(s) shall not assign the contract or sub-let the said accommodation to another party or allow it to be used otherwise than for the purpose agreed without the consent in writing of TMS. Nothing shall be done to incur more than ordinary risk or increase the premium for fire insurance. With all things in respect to the building, the regulations of TMS will be observed at all times.

Toddler/young children's groups: The hirer(s) understands that there are no on-site nappy changing facilities and that all soiled nappies/wipes are to be removed from site and disposed of by parents. The hirer(s) must ensure that parents attending their group are made aware of this.

22. Safety

The hirer(s) will at all times keep the corridors, doors, passages, entrances and exits to the building clear and unobstructed and ensure that none of its members cause any such obstruction.

No smoking/vaping is allowed in the building or on the Claremont Centre grounds at any time.

The hirer(s) shall not bring into the building any noxious, inflammable, dangerous or illegal articles or material including any petroleum spirit, fireworks, firearms or explosives.

The hirer(s) shall not permit any acts which will involve any risk or damage of injury to property, any person, the building or its fixtures, fittings or contents.

No electrical or lighting equipment may be used in the building which is unsafe, not compatible with or that may cause strain on the existing electrical apparatus.

23. Breach of Contract

In the case of any material breach of any of the material terms of these Conditions of Letting which, if capable of remedy, remains unheeded more than 48 hours after TMS has served notice of the relevant breach on the hirer(s), it shall be lawful for TMS, its officers, agents or servants without previous notice to retake possession of the hired accommodation and peacefully to eject the hirer(s) and all other persons there from and to do any other act or thing reasonably necessary to remedy or mitigate such breach but no such retaking possession shall prejudice the rights of TMS against the hirer(s) or any other person in respect of such breach.

24. Dispute

The conditions set out in this agreement supersede all other agreements relating to the hire.

If a signed copy is not returned within 14 days of receiving these Conditions it is deemed that all clauses have been accepted and agreed to by the hirer(s).

Any dispute arising out of any contract which incorporates these conditions shall be referred to an arbiter mutually appointed or failing agreement as to a single arbiter then to two arbiters (one to be appointed by each party) and his or their decision shall be final and binding upon both parties hereto and any other or others who may be interested and this submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996.

Issued by: Ruth O'Keefe
On behalf of: Trafford Music Service
Position: Head of Service