

NOTE.—This Agreement is for use by Clubs registered under the Friendly Societies Act. A different form, issued by the Union, is used by Clubs registered under the Industrial and Provident Societies Act. Two copies of the Agreement should be signed, one to be retained by the Steward and one to be held by the Club.

F.S.

PUBLISHED BY

The Working Men's Club & Institute Union

LIMITED.

FORM OF AGREEMENT OF CLUB WITH STEWARD.

This Agreement, made the 13th day of August 1933

Between J. H. Smith of Dovecot St. Hatfield (hereinafter called "the Steward" of the one part, and H. Price

F. Roper being the Trustees of the Hatfield Liberal Working Men's Club having its registered Office at Dovecot St. Hatfield in the County of Leicester (hereinafter called "the Club") of the other part.

Whereas the said J. H. Smith has been appointed Steward of the Club, and has deposited with the Trustees thereof the sum ofpounds as a security for the discharge of the duties of his office:

Now this Agreement Witnesses:

I. The Steward, in consideration of his appointment, agrees with the said Trustees on behalf of the Club—

- (1) Faithfully to discharge the duties of his office, according to the rules of the Club and the instructions given him by the Committee of Management thereof (hereinafter called the Committee):
- (2) To keep all the goods and property of the Club committed to his care as the Committee direct, without committing, or knowingly permitting, any embezzlement, misappropriation, unlawful making away with, or wilful or careless waste of the same:
- (3) To supply all such goods to the members of the Club at such prices as the Committee direct or authorise, according to the rules of the Club, without practising or knowingly permitting any adulteration thereof, or other fraudulent act in relation thereto:
- (4) To render a just and true account, whenever required, to the Committee, or such person or persons as they appoint, of all moneys received and paid by him on account of the Club, and pay over all balances remaining in his hands as they direct, and produce and deliver up all property of the Club, including books and papers in his keeping, as they require, with all vouchers for such payments:

- (5) If upon any stocktaking it is found that the value at such prices as aforesaid of the goods then in stock, together with the moneys received from the supply thereof since the date of the last stocktaking, is less than the value at such prices of the goods in stock at the previous stocktaking, and of all goods brought into stock since that date, subject to such allowance (if any) as is specified by any endorsement hereon signed by the Secretary of the Club, on the demand of the Committee to pay or allow in account to the Club a sum equal to such deficiency: In all cases of dispute as to the accuracy of the Stocktaking, the Club agrees, that upon application the Steward shall have the right to call in an independent Gauger or Accountant to examine the figures of the Stocktaker's report, and if it is proved that no deficiency exists, the costs of such examination shall be borne by the Club:
- (6) Not at any time during the continuance of this Agreement to demand the repayment, or make any assignment of the said deposit or any part thereof:
- (7) If he should make any such assignment, or do or commit contrary to this Agreement, any other act or default whereby the Club should sustain any loss or damage, to forfeit and pay to the Club the said deposit, or so much thereof as will fully compensate the Club for such loss or damage, with all costs occasioned thereby, which amount he hereby authorises the Committee, without any further consent of him, his executors or administrators, to retain and apply as part of the assets of the Club.

Provided that no act of the Committee or Club in condoning any such forfeiture shall be any bar to the exercise by the Committee of the right hereby given in respect of any subsequent act or default of him contrary to this Agreement.

II. The Club, in consideration of the Agreements hereinbefore contained, agrees with the Steward to pay or allow him on account, interest on the said deposit at the rate of £5 per cent. per annum, or on so much of the said deposit as is not forfeited and applied under the provisions hereof: **And** to make such payment or allowance at each time when the accounts of the Club are required to be taken by its rules; **And**, within fourteen days after the termination of this Agreement, to pay him, his executors or administrators, on demand, the said sum or part unforfeited, with all arrears of interest (if any) thereon up to such payment.

III. This Agreement shall be terminated by fourteen days' notice of the intention to terminate the same, to be given either by the Committee to the Steward, or by him to the Committee, but without prejudice to any right or claim then subsisting thereunder. Provided nevertheless that in the event of the Committee summarily dismissing the steward by reason of gross misconduct or gross neglect of duty or deficiency of cash or stock shown on any stocktaking he shall not be entitled to any wages in lieu of notice.

In Witness whereof, the Steward and the Trustees whose signatures are under-written in the name and by the authority of the Club, have hereto set their hands, the day and year first above written.

..... *J. H. Smith* Steward
 *F. Koper*
 *Henry Ball*
 *J. Tickle*
 } Trustees
 of the
 Club.