

CONDITIONS OF HIRE FOR ROTARY HOUSE

All applications for hire of the facilities must be made in writing via email or on a paper copy of the BOOKING FORM to Droitwich Spa & Rural Council for Voluntary Service (DCVS), The Old Library Centre, 65, Ombersley Street East, Droitwich Spa, WR9 8QS. No requests will be confirmed by telephone until receipt of the BOOKING FORM.

Tel: 01905 779115 **Email:** sarah@droitwichcvs.org.uk

All Bookings are provisional until DCVS have confirmed receipt of a signed Booking Form and Conditions of Hire. DCVS reserves the right to reject any application for the hire of any facilities.

The person who signs the Booking Form and Conditions of Hire will be the hirer of the facilities. Where the application and agreement are stated to be made on behalf of an organisation, the organisation shall be jointly and severally liable with the person who signs the forms.

Charges

DCVS reserve the right to alter charges and fees at any time when giving advance notice of 30 days.

Invoices are issued monthly and all monies due must be paid within 30 days from the date of invoice.

Payment in full is required from anyone wishing to hire Rotary House for a one-off event, such as a family party or christening. An invoice will be issued 30 days prior to the event. Failure to pay the full balance within 7 days prior to the event will result in the cancellation of the event.

DCVS reserve the right to refuse any further bookings by the Hirer if they default on any of the Conditions of Hire. DCVS will also undertake recovery proceedings for any outstanding debts and associated recovery costs.

Cancellation

DCVS and the Hirer must give written notice of cancellation of this agreement. Email is acceptable but verbal or telephone cancellation is insufficient. Hirers are advised to request written confirmation of the cancellation from DCVS wherever possible. The notice period will be **1 calendar month** on both sides, unless cancellation is due to an outstanding debt or unresolved issue, in which case DCVS reserves the right to issue cancellation with immediate effect.

Cancellation of hire must be given in writing to DCVS and the fees incurred will be as follows:

- More than one month's notice in writing, there will be no cancellation fee incurred.
- Less than one month but not less than seven days' notice in writing, the cancellation fee will be 50% of the hire rate.
- Less than seven days' notice in writing, the cancellation fee will be the full hire rate.

Indemnity

DCVS holds its own Public Liability Insurance however this insurance does not cover the Hirer for loss because of his/her own actions or inactions. DCVS therefore recommends the Hirer take out their own Public Liability insurance to cover the hirer against damage to the premises and grounds and/or its contents and/or injury to persons or their property whilst attending the event for which they are responsible. Details of the company, date and policy number will be required upon booking, along with a completed Risk Assessment.

Hirers and their group shall be required to always keep their personal belongings with them and DCVS accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on our premises save for any damage caused by our negligence, in which circumstances our liability shall be limited to the amount of our insurance for such losses.

We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions or the actions of our sub-contractors or agents, is consequential or was not reasonably foreseeable to both you and us when the contract was formed.

DCVS will not be liable for any loss due to any Government restriction or Act of God which may cause Rotary House to be closed temporarily or the hiring to be interrupted or cancelled. Nor for any loss due to breakdown of machinery, failure of the electricity supply, water leaks or fire, save to the extent that such loss is attributable to the negligence of DCVS.

DCVS will be responsible for any losses you suffer as a direct result of us breaching these Conditions of Hire if those losses were reasonably foreseeable to both you and us at the time the contract was formed. Our liability to you under these Conditions of Hire will not exceed the total price charged for the services that you have booked or £100 (if higher).

Risk Assessment

Along with the BOOKING FORM hirers should submit a Risk Assessment/s for all their activities taking place in Rotary House. This is a Health & Safety requirement. Please note that the relevant insurance/s such as Public Liability should also be in place prior to the hire of Rotary House if required by Law. The responsibility falls upon the Hirer to provide this.

Licences

The conditions attached to all licences and regulations in force at the time of hire, including the preparation and sale of food, music and dancing, theatre licence and entertainment licence for the premises must be duly observed. The Hirer will be deemed to have had notice of all such conditions.

Worcestershire Regulatory Services can issue and advise on all aspects of licencing requirements on behalf of Wychavon District Council. Please contact them on Email: wrsenquiries@worcesterservices.gov.uk or Telephone: 01905 822799.

Liquor

The supply of excisable liquor is prohibited unless permission has been granted by DCVS and such supply does not infringe rights granted by DCVS. The right to sell intoxicating liquor shall be reserved to such holders of the appropriate licence(s) from Worcestershire Regulatory Services on behalf of Wychavon District Council.

Copyright

No dramatic, copyright or musical work shall be performed or sung without the licence of the owner, or the copyright and all such licences should be produced on request of DCVS. The Hirer will indemnify DCVS against any infringement of copyright which may occur during the hiring.

As the property is NOT covered by a TV licence or a Motion Picture Licence (MPL), watching or recording, programmes live or via 'catch up' systems such as iPlayer, or playing copyrighted Motion Pictures or DVDs on the premises via televisions, computers, laptops, tablets or mobiles, is NOT permitted. However, the premises are licensed with the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) authority for the playing of recorded or live music that is still within copyright.

Also, WIFI is available for use by User Groups, rather than for members' personal use. The facility must NOT be used for disseminating any unlawful or inappropriate, material.

Advertising and Publicity

No decoration or advertising matter shall be displayed inside or outside any part of the building without prior consent from DCVS. This is only permitted on the Community Noticeboard.

No pictures, decorations, advertising or any other material shall be affixed directly to the wall surfaces by any means whatsoever.

The Hirer will:

1. Ensure the Hirer and their members conduct themselves in a responsible manner with due consideration to any other building users, DCVS staff, visitors or members of the public. Be responsible for their members and their member's behaviour and welfare.
2. Refrain from any behaviour which would bring Rotary House or DCVS into disrepute or cause discomfort/risk to others.
3. Complete a short Building Induction before the start of the hire agreement, to be arranged with DCVS on a mutually agreed date. This must include the completion by the Hirer of a Risk Assessment for their group/members.
4. Comply with fire regulations by:
 - Keeping a written record of all those present at every meeting; the hirer or other lead person/s to complete the signing in and out sheet when entering and leaving the building.
 - Making themselves aware of the Fire Safety Procedure and ensuring members are also aware of these.
 - Ensuring all fire exit doors are kept unlocked and unobstructed and immediately available for exit during the whole time the facility is in use and no obstruction be placed or allowed to remain.

- Always entering and leaving the building by the front door, except in the case of an emergency.

5. Record any Health and Safety Incidents in the folder or Accidents in the Accident Book immediately and report it to DCVS immediately. These are kept in the designated kitchen cupboard, as indicated on the door. The Hirer will be responsible for meeting the legal requirements of the Health & Safety at Work Act 1974 and Regulations made there in all respects. Although the Hirer is responsible for the provision of their own First Aid cover, there is a First Aid kit located in the kitchen cupboard and any usage of this should be reported to DCVS as soon as possible.

6. Will be responsible for the setting up of the room/s and when vacating the premises, the rooms/s should be left as they were on arrival. If the kitchen is used, this needs to be properly cleaned down and tidied immediately after each use. Ensure that they switch off all lights and other electrical equipment, the heating/air conditioning unit, ensure that all taps are turned off and that the areas used are left clean and tidy. Additionally, they must secure the building by locking the windows and doors at the end of the period of hire. Cleaning products and a vacuum are available on request. This time must be included in the hours booked by the Hirer and if the agreed times are exceeded then an additional charge will apply.

The instructions for the heating will be included in the building induction and are also available in Rotary House. If DCVS are made aware of or discover that the heating has not been turned off by the Hirer at the end of the period of hire, any significant increase in the cost to DCVS will be the responsibility of the Hirer.

7. Not use or enter Rotary House at any time other than the specific hours for which it has been hired unless prior arrangements have been made with DCVS. Ensure that any activities or functions held at Rotary House cease by 10.30pm Monday – Sunday and the premises and its environs are vacated by that time.

8. Use the equipment belonging to DCVS in a safe manner and return it in good working order to its designated area. Any damage or repairs required to the premises, or its equipment must be reported to DCVS immediately so it can be dealt with promptly. This includes any accidental spillages, damage to walls, flooring or doors and any damage to furniture. Do not attempt to use or repair damaged or faulty equipment. No inflammables, explosives, or offensive articles may be taken into the premises. Where equipment is damaged appropriate charges will be made to the Hirer account.

9. Inform DCVS of any electrical equipment that is to be brought into the building during the period of hire. Such equipment will require an up-to-date PAT test certificate. The equipment is to be used in a safe manner in accordance with government regulations and manufacturers guidelines. Flexible cables should be safely positioned and protected so that they do not constitute a tripping hazard and are not subject to mechanical damage.

10. Pay the reasonable cost of all damage and losses to Rotary House which may be caused by the Hirer. Loss of keys and/or damage to locks or padlocks will be the financial responsibility of the Hirer.

11. Except by prior agreement, remove all their property at the end of the period of hire. This includes food, drink, materials and equipment. DCVS will accept no responsibility for any of the hirer's property left in the facility after the period of hire.

12. Ensure the proper use of the key/s in their possession and not to share these with any other parties.

13. Not sub-let Rotary House or any part of it. If the Hirer does, or attempts to do this, DCVS are entitled to cancel the hiring and the provisions of the Cancellation Clause shall apply.

14. Smoking is not permitted within the building or in any of the outside space. This applies to substitute smoking materials such as electronic cigarettes and vapes. Any costs resulting from attendance by the Fire Service to a false alarm, activated by smoking, will be charged to the Hirer.

15. Not allow any animal, other than a guide or an assistance dog, to enter Rotary House except with prior consent of DCVS.

16. Park their vehicles in accordance with the parking restrictions in the vicinity of the premises. A Pay & Display carpark is located in the Lido park, or short-term parking is allowed on the residential streets. Blue badge holders

must adhere to the parking restrictions and if parked on a double yellow line, still ensure they are parked safely and responsibly; not causing any hazards or blocking an exit/entrance.

17. Permit any DCVS staff member or Trustee, police officer or emergency services to enter Rotary House at any time during the period of hire. DCVS reserve the right to stop any function which in their opinion is not properly conducted; in such circumstances no part of the hiring fee shall be refundable.

18. Use the Emergency Out of Hours phone number, as displayed, if they need to report any issue while they are in Rotary House and no DCVS staff members are present.

Seating and standing limits

Seated at tables Maximum	Theatre Style Maximum	Standing Maximum
22	34	50

DCVS will:

1. Not be liable for any loss due to any Government restriction or Act of God which may cause the facility to be closed temporarily, or the hiring to be interrupted or cancelled. Nor for any loss due to the breakdown of machinery, failure of supply of electricity, leakage of water, or fire save to the extent that such loss is attributable to the negligence of DCVS.

2. Not be responsible for any injury or death sustained by the Hirer or any persons participating in their activity / function held on the premises unless caused by our negligence.

3. Not be held responsible for any loss or damage to the personal belongings of persons using Rotary House. Please take precautions against casual theft.

4. Provide noticeboards for notices and appropriate advertising. No pictures, advertising or other material shall be affixed directly to the wall or any other surfaces by any means whatsoever. DCVS will remove any decoration or advertising matter displayed inside or outside of Rotary House if, in the opinion of DCVS, it shall be deemed unseemly or expose the building to an undue fire risk or is likely to lead to a complaint or breach of the peace.

5. Provide a drop-down baby changing unit which is in the accessible toilet. The bin will be emptied on a regular basis, but should you encounter any problems with the cleanliness of the unit, please advise DCVS as soon as possible. Please ensure correct usage of this and do not allow any older children or adults to sit or climb on the changing unit or place heavy objects on it.

6. Endeavour to maintain the heat in the building at a comfortable temperature.

Problems and Complaints

Any problems or complaints relating to Rotary House should be referred to a staff member of DCVS in the first instance. The Hirer may be required to make a formal written report prior to any formal investigation. Complaints and disputes will normally be investigated and solved by mediation within the organisation itself.

Please sign and date to confirm that you agree to abide by the above Conditions of Hire and have completed a building induction for Rotary House.

Print name Sign

Position Date