

## CONDITIONS OF HIRE FOR THE OLD LIBRARY CENTRE

All applications for hire of the facilities must be made in writing on the BOOKING FORM to the Community Hub Coordinator at Droitwich Spa & Rural Council for Voluntary Service (DCVS), The Old Library Centre, 65, Ombersley Street East, Droitwich Spa, WR9 8QS.

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

All Bookings are provisional until DCVS have confirmed receipt of a signed Booking Form and Conditions of Hire.

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

DCVS reserves the right to reject any application for the hire of any facilities.

### **Charges**

DCVS reserve the right to alter charges and fees at any time when giving advance notice of 28 days.

Invoices are issued at the end of a calendar month and all monies due must be paid within 30 days from the date of invoice. 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.

### **Cancellation**

DCVS and the Hirer must give written notice of cancellation of this agreement. 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 the Community Hub Coordinator at DCVS, 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 and more than two weeks' notice in writing, the cancellation fee will be 50% of the hire rate.
- Less than two weeks notice in writing, the cancellation fee will be the full hire rate.

### **Insurance and Liability**

DCVS holds its own Public Liability Insurance however this insurance does not cover the Hirer for loss as a result 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.

Hirers and their group shall be required to keep their personal belongings with them at all times 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 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).

Nothing in these Conditions of Hire excludes DCVS's liability to you for personal injury or death caused by our negligence.

### **Advertising and Publicity**

No decoration or advertising matter shall be displayed inside or outside any part of the building without prior consent from the Community Hub Coordinator.

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 the Community Hub 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 the Community Hub Coordinator. 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 book in the main entrance upon entering and leaving the building. (DCVS Community Hub Coordinator may ask to see this list).
- Making themselves aware of the fire instructions and fire exits and ensuring members are also aware of these.
- Ensuring all doors are kept unfastened 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 in any corridor giving access to the Hub.

5. Record any Health and Safety Incidents or Accidents in the Accident Book immediately and report it to the Community Hub Coordinator.

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 communal kitchen and seating area is used this needs to be properly cleaned down and tidied immediately after each use. Some cleaning aids are stored in the basket under the serving hatch and a vacuum is stored in the cupboard in the kitchen. This area is communal and should be made available for all building users. Ensure that if they are last in the building they switch off lights and other electrical equipment and ensure that all taps are turned off and that the areas used are left clean and tidy. Additionally (where appropriate), they must secure the building by locking the windows and doors (and checking both entrance doors are locked) and activating the alarm at the end of the period of hire if they are last in the building. This time must be included in the hours booked by the Hirer and if the agreed times are exceeded then the appropriate hourly rate will be charged.

7. Ensure that any activities or functions held in the Hub cease by 10.30pm Monday – Sunday and the premises and its environs are vacated by that time.

8. Use the equipment belonging to the Hub 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 using the appropriate Maintenance Request form (which can be found on the windowsill in the kitchen) and handed to a member of staff, 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 the Community Hub Coordinator 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. 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 the Hub which may be caused by the Hirer. Loss of keys and/or damage to locks will be the financial responsibility of the Hirer.
11. Except by prior agreement, remove all of their property at the end of the period of hire. 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 Safe for entering and closing the building and not to share the codes with any other parties.
13. Not permit the sale of any alcohol. Consumption of alcohol must be by prior agreement.
14. Ensure the Hub remains a No Smoking building at all times. This includes the outside area in and around the Main Entrance. There is a designated smoking area at the back of the building.
15. Not allow any animal to enter the Hub except with prior consent of the Community Hub Coordinator, other than an assistance dog.
16. Permit any DCVS staff member or Trustee, police officer or emergency services to enter the Hub at any time during the period of hire.
17. Use the Emergency Out of Hours phone number if they need to report any issue while they are in the Hub and no DCVS staff members are present.

#### Seating and standing limits

	Seating Maximum	Theatre Style & Standing Maximum
Lounge	16	20
Hall	25	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 sustained by the Hirer or any persons participating in their activity/ function held on the premises howsoever arising.
3. Provide noticeboards and A Frames 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.
4. Endeavour to maintain the heat in the building at a comfortable temperature. Heating in the Hub is pre-set and cannot be altered. Radiators can be adjusted but *must* be left on their original setting on departure.
5. Give evening and weekend user's instructions on how to use the security systems. It is important that all doors and windows are secured and the security system is activated by the last person leaving the building.
6. Not be held responsible for any loss or damage to the personal belongings of persons using the Hub. Please take precautions against casual theft.

#### Problems and Complaints

Any problems or complaints relating to the Hub should be referred to the Community Hub Coordinator 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 at Droitwich Spa Community Hub.

Print name ..... Sign .....

Position ..... Date .....

Please sign and date to confirm that you have completed a Building Induction.

Print name ..... Sign .....

Position ..... Date .....

Received by DCVS

Print name ..... Sign .....

Position ..... Date .....