



WIMBLETECH CIC

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Room Booking / Event Space Terms and Conditions, v1.5

A. BOOKING, PAYMENT AND CANCELLATION

1. 'Physical' site Members receive **a one free hour booking per site / per day** (subject to availability) for meeting rooms on their 'home' site. The free 1x hour is not applied to bookings longer than 1x hour i.e.: you must pay for **every hour when the booking is longer than 1x hour**.
2. Room bookings are for private, team / member events only, If you are holding a 'public' event, or inviting other **non-member / 'guests'** into the space, please ensure **you have informed your Community Manager**.
3. All bookings for meeting / event space should be made via the **Member Portal** (<https://wimbletech.com/member-portal>) - for any issues with access to the portal, please email theateam@wimbletech.co. Payment is required on booking for all paid bookings and all bookings are **non-refundable** i.e.: any 'payments' will be reimbursed as 'credit' against your account.
4. If you need to **cancel your booking** please login to the **Member Portal** and visit; <https://wimbletech.com/member-portal/bookings>
5. Re: cancellations and the amounts credited back to your account - the following timings apply:

Cancellation => 72 hours+ => 100% of paid booking amount credited to your account

Cancellation => 48 hours - 72 hours => 50% of paid booking amount credited to your account

If you cancel your booking with less than 48hrs notice, no credit will be applied i.e.: you are liable for the full amount of your booking.

B. LIABILITY

1. Please be aware that, in line with the Licensing Act 2003, we are unable to allow any of your guests who are under the age of 18, to consume any alcohol. We reserve the right to remove any alcohol from guests who are unable to prove that they are over the age of 18, regardless of how they obtained the alcohol in the first instance.
2. We accept no liability for loss of, or damage to, property brought onto the premises and which is owned by or in custody of you, your employees, guests, customers, clients, or invitees.
3. You are responsible for any damage caused by you, your employees, guests, customers, clients or any and or all invitees on site, to any furnishing, utensils, equipment and / or other items belonging to the site during your Event or Meeting or as a result of the Event, and shall indemnify us against the cost of repair or replacement thereof.

4. Notwithstanding any permission which may be given by us we accept no liability for loss, damage, or breakout of disease caused to you, your employees, guests, customers, clients or invitees of your event.

5. We accept no liability for any breach of these terms and conditions caused by events beyond our control, which shall include, but not limited to accidents, fire or local authority closures. If any such event/s should occur, we shall use our reasonable endeavours to make suitable alternative and timely arrangements, failing which we shall terminate the booking and refund your charge of use within **5 working days**.

6. We are unable to guarantee exclusive use of the site for any event and reserve the right to take additional bookings in either remaining room/s available at the time of your hire. NB: This will NOT include your hire room.

C. RELEVANT HIRE DOCUMENTATION

1. You are advised to secure your own insurance policies / certificates / any relevant documentation for your hire and for these to be obtained within plenty of time prior the start of your booking. Upon completion of any relevant event assessment and risk assessment is carried out by Wimbletech CIC, these policies can include, but are not limited to:

- ❖ **PLI (Public Liability Insurance)** **Please note this is mandatory** - Required up to at least the value of **£2 million**. NB: The value of your PLI is dependent upon the content of your activity.
- ❖ **Food and Hygiene certification** - if relevant to your hire. Please ask the site Community Manager for further information and where to acquire the certificate.
- ❖ **TENS (Temporary Event Licence)** may be required and is available to obtain from your local authority, cost approx: **£22** payable direct to your local authority. You will be notified if this is required during your tour of thereafter. NB: TENS license covers your event day only and usually required for large number of attendees and / or any other special arrangements such as distribution / sale of alcohol. Please speak to the Community Manager if you are unsure whether you require a TENS license.
- ❖ **First Aid:** You or someone from your organisation may be required to acquire a first aid certificate and ensure to be on duty for the whole time of the event. You will be liable for the cost of this certificate. Please ask the site Community Manager for further information and where to acquire the certificate.
- ❖ **DBS:** If it is deemed that you or your event staff have responsibilities that bring them into private/one to one contact with children and / or with vulnerable adults or if they have supervisory responsibilities in relation to children's / vulnerable adults activities a DBS certificate is required. DBS checks, or other vetting procedures such as written and authenticated references, may also be

required for individuals if, for example, you are involved in the provision of children's tuition, sport activities, or children's entertainment, or in compliance with the Operating License Agreements issued by a Council.

*NB: Please ensure you upload a copy of any relevant insurance policies / certificates / documentation as above in **Form 2** when requested by Wimbletech CIC.*

- 2.** If you require the provision of sale and or distribution of alcohol for your hire, whether distributed freely or for sale, please check with your Community Manager before making any further arrangements for your event. You are required to obtain relevant licenses for distribution and sale of alcohol prior your event starting/
- 3.** You can obtain any licenses / certificates from your local authority necessary in connection with your use of the space. Please note that Wimbletech CIC are not licensed for any public entertainment. In the event that you intend to use live or recorded music for your hire, you are required to notify us of this with at least **21 x days** notice in advance so that we ensure we apply for and obtain a performing rights license. Under no circumstances may music be played outside the space that is hired.
- 4.** You shall, if selling goods in the room, comply with all relevant laws and any local codes of practice in connection with such sales.
- 5.** You shall observe all regulations affecting the room, imposed by the Licensing Justices, the Fire Authority, the Local Authority or otherwise.
- 6.** You shall pay any commercial rates, business tax and similar, should any be payable by reference to your use of the space, and shall indemnify us against any such liability.
- 7.** Wimbletech CIC shall have the right of entry to all parts of the space/s at any time pre or during the event.
- 8.** Depending on the scope, variety and content of your booking you may be advised to secure further insurances / licences if deemed relevant. The site Community Manager will notify you if this is the case.

D. CONDITIONS OF HIRE

1. CONDUCT OF YOUR EVENT

- a.** You agree to begin and end the Event at the times agreed with us (booked on our booking system on behalf of hirer by site Community Manager). Should you overrun the 'end time' of the Event with or without prior agreement, you will reimburse us for any expenses incurred as a result of the overrun, including, but not limited to, additional wage costs for staff allocated to the Event / if any, or if we are charged extra by local authority security teams.

b. All events which take place are subject to many statutory controls, in particular, but without limitation, those relating to food and health and hygiene, fire protection, liquor licensing, and entertainment. You, your employees, guests, customers, clients, and invitees must comply with reasonable requests, directions and instructions from Wimbletech personnel in relation to any such matters.

c. If, in relation to the Event, you wish to have, provide or install: Any outside entertainment or services, any outside food or beverage, or any outside equipment (including without limitation, electrical equipment and display stands), you must discuss this with the Community Manager prior to booking your hire with at least **7 days** notice. We reserve the right to refuse permission for any of the items specified above.

d. Please be aware that the space is located within a residential area and we need to ensure our neighbours are not disturbed therefore please ensure that when arriving and leaving the space that this is conducted with consideration.

2. HEALTH & SAFETY

a. Notwithstanding any permission which may be given by us under the above paragraph we reserve the right, at the time of the Event, not to admit outside entertainment or services to the premises, not to permit outside food or beverages to be brought to the premises and not to have outside equipment installed on the premises if, in our reasonable opinion to do so would risk:

- i)** Causing danger to the health and safety of members / members guests, Wimbletech CIC employees and general public.
- ii)** Causing offence to members / members guests, Wimbletech CIC employees and the general public.
- iii)** Committing an offence or breaching any legislation applicable to the site.

b. Any incident (being any event which has or may have caused injury or risk of injury to a person, or damage to the building or its contents) shall be recorded by you in the Incident Book (Community Manager will show you where this is located during your induction of the space and / or noted on relevant site map) and shall be notified by you to the Community Manager immediately following the Hire.

c. You agree not to bring any inflammable chemical, explosive or other hazardous substances on site.

d. You agree not to bring any animals on site unless otherwise agreed with the Community Manager and is part of the condition of the hire.

e. You shall ensure that the policy for safeguarding children and adults who may be vulnerable, a copy of which you acknowledge having received. NB: The Community Manager will provide you with a PDF attachment of the sites safeguarding policy. You are responsible for children, and adults who may be vulnerable, in your care and you must ensure that they are protected at all times by taking all reasonable steps to prevent injury, loss or damage occurring. You must carry full liability insurance for this. In particular, you must ensure that:

- i) Children do not wander out of the hired room unsupervised.
- ii) Children are accompanied by an appropriate adult from the hire party when using bathroom facilities.
- iii) Children are supervised by at least two adults at all times, no matter how small the group. (No person under the age of eighteen may thus be left in charge of any child of any age).
- iv) Hot drinks or any other object which might cause injury to children are kept out of their Reach.
- v) Children are not allowed to climb on furniture or windowsills.
- vi) Children are not allowed into the kitchen unless supervised by an appropriate adult (aged 18+).
- vii) The use of play and electrical equipment is supervised at all times and all such equipment is well maintained and suitable for use in the room.

e. Please note the building incorporates but is not limited to: Wimbletech, Workary or Rivertech members / Library or Council staff and / or members that may not hold or asked to hold a current DBS certificate due to the nature of their work. It is the responsibility of the hirer, and that of the hirer's guests and staff to be mindful of sharing this space during their event or booking.

f. You agree to return the space hired to a reasonable and acceptable standard of cleanliness and discard any rubbish left after your event. Please note you will be required to provide your own black bin bags and discard of all rubbish on site and agree to remove all rubbish, taking them away from the venue with you.

g. Smoking is not permitted in the space, the building nor around the grounds at any time. In the interests of fire safety, the use of hot oil, portable heaters and hazardous materials are prohibited in the hired room.

h. In case of emergency, contact the Community Manager of the site in the first instance. If for whatever reason you cannot get in contact with the Community Manager, please contact **Wimbletech** on: **0208 123 1193**.

3. ON SITE FACILITIES

a. **Kitchen** - please wash up and put away any cups / glasses or other crockery, cutlery that you use during your hire. Any damage / breakage may result in replacement costs of the item/s.

b. **Toilets / Facilities** - The location of toilet facilities will be provided to you on the day of your tour + a site map can be provided to you pre event to notify of of all available facilities.

c. **Electrical:** No temporary additions to lighting or electrical circuits are permitted without the approval of the Community Manager. Equally, no electrical devices or other equipment may be installed or used without the permission of the Community Manager accept those that have been made with prior arrangement.

d. Room specifics: If available, you may have full use of the individual facilities housed within the space, ie - Projector, Projector Screen, Sound System, White Board, Easel, Markers etc. This is on the basis that these items are requested during your initial booking and the items are available for your hire.

e. Parking / Loading: Please check with the Community Manager for any parking provisions / restrictions, which will depend greatly on the time and date of your hire. Any loading of equipment pre hire requires prior arrangement with the Community Manager.

f. IT - The Acceptable Use of ICT Policy (AUP) relates to all members and non-members of the Wimbletech community (including and not limited to: staff, volunteers, visitors, contractors and hirer's of event space) who have access to, and are users and / or guests of the Wimbletech Network & Internet. Whereby, members understand how to use it responsibly, safely and legally. Only people who have been authorised to use the Internet at a Wimbletech site may do so. Hirer's are required to agree to the following terms of our AUP and their e-safety responsibilities:

Hirer's of the space are expected to:

- ❖ Behave in a safe and responsible manner
- ❖ Return the room to the same layout as per start of the hire
- ❖ Have appropriate firewalls enabled on their device/s
- ❖ Advised to have adequate passwords set on their device/s
- ❖ Have sufficient virus software installed on their machine/s
- ❖ Be aware of the folders and files they are sharing on their device/s

Hirers of the space are expected not to:

- ❖ Abuse Internet bandwidth
- ❖ Visit websites that are offensive in any way
- ❖ Knowingly introduce any form of computer virus, Trojan, spyware, malware into the company
- ❖ Attempt to circumvent or "hack" any wifi, data or security systems
- ❖ View, download, create or distribute any inappropriate content or material. Inappropriate content includes pornography, racial or religious slurs, gender-specific comments, information encouraging criminal skills or terrorism, or materials relating to cults, gambling and illegal drugs. This definition of inappropriate content or material also covers any text, images or other media that could reasonably offend someone by race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.
- ❖ Download or pass inappropriate files (e.g. copyrighted or indecent material) over the network
- ❖ Participate in activities on the Internet that could bring the company into disrepute



4. SECURITY

- a. During the Hire, you shall be responsible for the supervision and security of the space, protection of the contents and fabric of the space from loss or damage, and for the conduct of all persons using the space.
- b. You are responsible for the safety of yourself, your agents, employees, invitees and any other lawful visitors during your hire and must ensure that they are aware of the emergency procedures. You must have a mobile phone with you during the Hire for use in case of emergency and in such a circumstance you must use this to call **999** for the emergency services, providing them with the full postal address of the site / space you are hiring. In case of emergency, you must shout '**Fire**' or '**Emergency**' and ask all occupants to leave the space by the main door of the building, or if access is blocked, to use the nearest fire exit route. Please refer to the **Site Evacuation Map**, which will be provided to you before the start of your hire. A First Aid box is located within the room which will be shown to you during your induction of the space which should be no later than 3 days prior to your event hire.
- c. You shall not sublet the space nor use the space for any purpose other than that agreed in writing between us. You shall not use the space for any unlawful purpose or in any unlawful way nor do anything or bring anything in to the space which may endanger the space or its users; nor shall you use the space in such a way as to constitute a nuisance or annoyance to any occupier of adjoining or neighbouring premises.
- d. All tables and chairs must be moved by lifting and not by dragging across the floor and only conducted if you and your party feel comfortable and confident in doing so. When lifting tables, ensure to have at least 2 x responsible and capable adults assisting in the lift.

D. DATA PROTECTION

You consent to the processing of any data necessary for the performance of our Agreement and to enable Wimbletech to comply with its legal obligations. Any such processing shall be fair and lawful within the meaning under guidelines of GDPR (May 2018).