

Terms and Conditions.



Rooms.

The Rooms (Worthing) Ltd, hereafter known as Rooms.

Introduction

The Management of Rooms, rests with the Centre Management and the leaseholders Redeemer Worthing.

Policy Terms

Rooms is operated under an equal opportunities code of conduct and a code of behaviour, which is as follows:

- All people will be always treated with dignity and respect.
- No one will be harassed, abused, or intimidated on any grounds. Any incidents of this nature will be treated extremely seriously.
- Rooms Management expects a high level of good conduct from the users of Rooms. Users therefore are required to refrain from offensive language, loud/unruly behaviour and will respect the premises and avoid damage to property and unnecessary mess.

Serious breach of the above conditions will result in the offenders being asked to leave the premises, and may incur a charge in cases of damage or excessive mess/rubbish.

Use of Rooms

The use of Rooms and its facilities is subject to the following rules and conditions outlined in this document.

Application to use the Centre

- Application for use of any room hire through the website or online booking forum is subject to approval from the Business Director.
- The Management of Rooms and the leaseholders reserve the right to refuse any application for the use of any of the space in Rooms.
- Rooms Management reserves the right to exercise discretion and refuse any event.
- All requirements of use shall be declared to Rooms Management prior to the event. Rooms Management reserves the right to levy additional charges for any services or facilities provided which were not requested at the time of booking.

Booking Conditions

- The hirer will be invoiced immediately once a booking is confirmed and payment must be made by the instructed date.
- Cancellation of a booking shall be made no later than 30 days prior to the event date. Any cancellation made less than 30 days before the event will be charged at the full rate of the original booking. Bookings cancelled more than 30 days before the event will be liable to pay 25% of the room hire cost.
- The hirer will be held responsible for any damage caused during the period of hire to any part

of the building, or property both internal and external. Any damage caused by the hirer or the hirer's guests must be paid by the hirer upon receipt of the total cost of repairs or replacements.

- The hirer is expected to leave the premises in a reasonable state after use, excessive cleaning requirements over and above the normal use will be charged back to the hirer.
- Due to planning restrictions, the Roof Terrace must be silent from 9pm. In most cases, this will mean the terrace will be closed by centre staff at this time.
- All music must be turned off at 12pm.

Damage Deposit

- A damage deposit will be required for evening and weekend bookings in the auditorium and breakout space. This is charged at £1,000 for the auditorium and £500 for the breakout space.
- This money is taken on a bank card and is held in a pre-authorisation by the bank. Rooms will action this pre-authorisation 48h before the start of the booking period. The money will be released the next working day after your booking, assuming there is no charge due to damage or excessive cleaning. Please note that whilst the pre-authorisation is in place, the money will not be available for you to use in your bank. The money is not held by Rooms directly, but by the hirer's bank on our behalf.
- If a charge is needed, Rooms will discuss the level of the charge with the client. As a guide, extra toilet cleaning starts at £90, additional floor cleaning starts at £150, and wall re-painting starts at £100.

Insurance

- The leaseholder's Public Liability Insurance provides cover for injuries arising from a defect of the premises or of the contents of the building. There is no cover against any injury arising from any action or negligence by the hirer. Hirers should therefore note that they must accept responsibility for adequate supervision and for arranging suitable insurance cover to cover personal accidents, third-party claims, any loss/damage to the hirer's possessions, or any loss/damage to the building and its furniture, equipment and fittings resulting from the hire. The limit of indemnity for this policy should not be less than £2,000,000 (two million pounds)
- The hirer shall not use or permit the use of the premises for any unlawful purpose or in any unlawful way. The hirer shall not do anything or bring on to the premises anything that may endanger the premises, their users, or any insurance policies relating thereto.
- The hirer should ensure that their Public Liability Policy includes damage to premises under their control.

Non-Disparagement

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Rooms, or any of Rooms officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

Licensing

- The hirer shall be responsible for ascertaining, obtaining, and complying with any licences

and special fire precautions necessary in connection with the booking.

- The hirer shall be responsible for the observance of all regulations pertaining to the premises stipulated by the Licensing Justices, the Fire Authority, and the Local Authority or otherwise.

Safeguarding Policy

Anyone using the premises providing their own childcare workers must ensure that these workers have been properly vetted to work with children and comply with the provision of Section 4 (ii) of the Rehabilitation of Offenders Act 1974.

Safety Requirements

Nothing should be done which will endanger the users of the building and the policies of insurance relating to it and to its contents.

In particular:

- Obstructions must not be placed in any gangways, corridors, stairways or exits. Fire exits must never be obstructed.
- The emergency lights must not be covered as they illuminate when power has been cut to show exit signs and routes.
- Fire-fighting apparatus shall be kept in the designated places and only used for its intended purpose.
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to Rooms Management.
- Performances involving danger to the public shall not be given.
- Highly flammable substances shall not be brought into or used, in any part of the premises. No decoration shall be erected or suspended from any part of the premises except by prior consultation and with the written agreement of Rooms Management. If such permission is granted, decorations must be erected clear of the walls to ensure no damage to the property in consequence thereof. No decoration of a flammable nature shall be erected or suspended on any part of the premises.
- The use of naked flame, smoke machines, lasers and pyrotechnics are prohibited.
- The First Aid boxes shall be readily available to all users of the premises. They are located in the main office and the kitchen. Rooms Management shall be informed of any accidents or injury occurring on the premises. An accident book is in the main office and must be completed for every accident however small.
- All electrical equipment brought into the building shall comply with the Electricity At Work Regulations 1989. The Rooms Management disclaims all responsibility for all claims and costs arising out of any such equipment that does not so comply.

Smoking Policy

There is a strict “No Smoking” policy throughout the building, including the terrace. The hirer is responsible for ensuring that all visitors to the building adhere to this policy. A smoking area is available outside of the building.

Intoxicating Liquor

No intoxicating liquors are permitted to be bought or sold on any part of the premises without the express permission in writing of Rooms Management whose consent must also be obtained prior to seeking any Temporary Event License for the sale of alcoholic liquor.

Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the persons or organisations responsible for functions held in Rooms premises shall ensure that the requirements of the relevant legislation are strictly observed.

Loss of Property

Neither Rooms nor the leaseholder can accept responsibility for damage to or the loss or theft of Rooms user's property and effects.

Care of Property

- No nails, spikes, screws, tacks, blu-tack, tape or similar shall be driven into or stuck to any part of the property.
- Furniture and other movable items are not to be moved by the hirer without prior permission from Rooms Management staff.
- No structure of any kind may be erected in any part of the hired premises except with the consent of, and under the supervision of Rooms Management staff.
- All furniture and fittings belonging to or leased by the hirer shall be removed from Rooms no later than 8am the morning following an event, unless a prior agreement has been made. However, Rooms Management reserves the right to ask the hirer to remove all their items on the same day as the event.
- In the event that any of the property of Rooms is damaged during the hiring period then the hirer will be charged for the cost of repair or replacement.

Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall Rooms or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Rooms and even if Rooms have been advised of the possibility of such damages.

Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Rooms or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten pounds (£10.00). The foregoing limitations, exclusions and disclaimers, including the previous sections, shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Indemnification

You release, and hereby agree to indemnify, defend and save harmless Rooms and Rooms subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, wilful misconduct and fraud in connection with the participation in or use of the Services.

You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any legal fees and costs incurred by Rooms or its respective officers and agents in connection with the defence of such claim or lawsuit.

Severability

In the event that any provision or portion of this T&Cs is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&Cs shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Other conditions of use

- All notices and placards advertising the event must bear the name and contact point of the hirer and if applicable, the organisation which the hirer represents.
- Adequate staff must be provided by the hirer for the issuing and checking of tickets to the event and for supervision of the event to ensure public safety. In the event of the Centre providing such staff, charges in addition to the hire charge shall be made.
- It will be the responsibility of the hirer to ensure that everyone connected with their event is aware of which parts of the building they have hired. All other areas of the building will be out of bounds.
- Internet/Wi Fi access is provided subject to availability.