

## CONDITIONS FOR ROOMS & SPACES FOR HIRE

### **AT THE HIVE, SAWMILL WALK, THE BUTTS WORCESTER. WR1 3PD**

In these Conditions of Hire, “the Hive” means the University of Worcester and Worcestershire County Council acting jointly and severally.

1. All applications for the hire of meeting rooms and facilities at The Hive, Worcester, must be made by e-mail to [bookings@thehiveworcester.org](mailto:bookings@thehiveworcester.org). The person in whose name the application is made will be considered by the Hive for all purposes to be the hirer ('the Hirer'). Where a promoting organisation is named in the application for hire that organisation will also be similarly considered to be the Hirer and will be jointly and severally liable hereon with the person who makes the application.
2. The charges for the hired accommodation and any other additional sums payable by the Hirer will be as set out in the Hive's scale of charges from time to time or as otherwise determined by the Hive on receipt of the Hirer's written application.
3. The Hive may at their absolute discretion and without reason being given require a deposit from the Hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring provided there has not been any breach of any of these Conditions.
4. The numbers of persons attending the function must be notified to Room Bookings not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In all cases use of the accommodation must be terminated no later than 9.30pm.
5. The Hirer shall provide such numbers of attendants and stewards as may, in the opinion of the Hive's staff, be necessary to secure the observance and performance of the stipulations contained in these Conditions, including those relating to the observance of fire precautions. If it is necessary for the Hive to provide additional staff to ensure that the conditions of hire are met, the costs shall be paid by the Hirer.

6. If the Hirer fails to observe and perform any one or more of the stipulations contained herein the Hive may:
  - (a) charge to and recover from the Hirer any expenses incurred by The Hive in engaging police constables or other persons to secure such observance and performance;
  - (b) cancel any other engagement for any room or rooms in the hired premises that the Hirer may have made without incurring any liability to the Hive whatsoever other than for the return of any fee paid.
7. If the Hirer wishes to arrange performances of a play, exhibition of a film, an indoor sporting event, boxing or wrestling entertainment, a performance of live music, any playing of recorded music, or performance of dance in the presence of an audience that includes members of the public or for which tickets are sold or sell alcohol this will be covered by premises license procured by The Hive.
8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to The Hive before the commencement of the hiring. The Hirer shall indemnify the Hive against any infringement of copyright which may occur during the hiring.
9. The hiring does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the accommodation is hired unless prior arrangements have been made with The Hive who will grant reasonable access before and after the hiring period in accordance with the availability of the room or facility.
10. The Hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for the damage thereto (including accidental damage) caused by any act of neglect of the Hirer, the Hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the Hirer.
11. The Hive will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the hired premises either by the Hirer for the Hirer's use or purpose or by any other person, or left or deposited with any staff

member at The Hive and the Hirer must indemnify and hold the Hive and their staff harmless in respect thereof.

12. The Hive shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.
13. The Hirer shall be liable for and shall indemnify the Hive in respect of any loss, damage or injury which may be incurred by or be done or happen to the Hirer or any person in the Hirer's employ or any of the Hirer's sub-contractors or by or to any other person or persons resorting to the Hive by reason of the use of the hire premises by the Hirer.
14. The Hirer shall on request disclose to the Hive the arrangements (including any insurances in relation to any liability) made or effected by the Hirer for damage accepted by the Hirer, or in relation to any indemnity hereby given.
15. The Hirer shall not himself let, hire or license to any other person to let the hired premises or any part thereof. Should the Hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the Hirer and sub-Hirer excluded from the accommodation.
16. The right of entry to the hired premises is reserved at any time during the hiring to any member of the Hive team, security officer on duty and or any other person (whether employed by the Hive or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of persons therein.
17. The Hirer, the Hirer's servants, agents and contractors shall, during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of the hiring, comply with all reasonable requirements of the Hive's staff.
18. The Hirer shall during the hiring be responsible for:
  - (a) the efficient supervision of the hired premises including the effective control of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency;

- (b) the safety of the hired premises and the preservation of good order and decency therein;
  - (c) ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.
19. Except with the consent in writing of The Hive no animals or birds with the exception of assistance animals are to be brought onto the premises
  20. The Hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state.
  21. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards, promotional materials or other articles be fixed thereto.
  22. The Hive reserves the right to put a stop to any entertainment or meeting not properly conducted.
  23. No publicity material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of The Hive without the previous consent in writing of The Hive.
  24. The Hirer or Hirer's representatives shall only be permitted to use the Hive's lighting and audio-visual equipment if they have booked and paid for the room,
  25. Neither additional lights or extensions from the existing electric light fittings, nor audio/visual equipment provided by the Hirer or his agents shall be used in The Hive meeting rooms and facilities.
  26. No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage (if any) or in the ancillary accommodation adjoining the stage (if any).
  27. Except with the previous consent in writing of the Hive, no part of the hired premises shall be used by the Hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.

28. All scenery and costumes used for performances and alike must be fire-proof.
29. No exit may be blocked, chairs or obstructions placed in corridors, or fire appliances tampered with or removed.
30. Any special staging or equipment required or provided by the Hirer shall be a matter of negotiation between the Hirer and the Hive.
31. If the hirer wishes to cancel a single booking at least three clear days' written notice must be given otherwise the full letting fee will be payable. If as a result of such cancellation the Hive incurs a loss in excess of the fees paid by the Hirer, the Hirer shall pay to the Hive as liquidated damages the amount of such loss.
32. The hirer undertakes to uphold fundamental British values as defined within the Counter-Terrorism and Security Act 2015 and will not seek to express or allow any individual in their organisation to express radical or extremist views.  
The fundamental British Values are defined as:
  - Democracy
  - The rule of law
  - Individual liberty
  - Mutual respect
  - Tolerance of different faiths and beliefs

The user shall not promote, or permit, the voicing of views in support of extremism, terrorism, radicalisation or any proscribed organisations.

Neither shall they promote or allow the expression of extreme views about individuals who have one or more of the protected characteristics specified by the 2010 Equality Act
33. Any complaint arising out of the hiring must be made in writing to The Hive within 7 days of the occasion of such complaint.
34. The Hive would prefer to communicate with the Hirer by e-mail and the Hirer is requested to provide an e-mail address to the Hive at the time of making the booking. Any notice, demand or request by the Hive to or upon the Hirer may be sent by e-mail to that address or at the Hive's wish by ordinary pre-paid post addressed to the Hirer at the Hirer's address given in the Hirer's

application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.

35. The Hive reserves the right to impose further conditions to meet the particular requirements of the Hirer and may, at their absolute discretion and without reasons being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.

36. Fire Precautions & Security

The Function Organiser is requested to contact the Hive Business Support Team or a Team Leader on arrival to obtain details of the prevailing fire precautions and security arrangements. It should also be noted that the building is covered by an automatic smoke detector system and no theatrical effects which produce smoke can be allowed.

37. The Hive reserves the right to refuse any booking that is deemed by the Hive to be inappropriate, politically sensitive or unsuitable. The Hirer is obliged to present a full description of their activity/event with their booking application.

The Hive  
Sawmill Walk  
The Butts  
Worcester  
WR1 3PD