

SHREE VISA OSHWAL COMMUNITY

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RULES AND REGULATIONS FOR BOOKING AND HIRING OF VISA OSHWAL COMMUNITY FACILITIES

1. **Key Staff**

- a) Duty Officer (Oshwal Centre) – 0733446661 (for hiring of casual staff)
- b) Mr. Julius Kirubi (Mahajanwadi) - 0720848686 (for hiring of casual staff)
- c) Stores in-charge (Oshwal Centre)
 - (i) Mr. Gabriel Gachira – 0727398201

2. **Event Space Reservations / Requirements**

- a) Booking for each specific area of Oshwal Centre and/or Mahajanwadi must be applied for in the prescribed form (Booking Form 1A), which must be signed for or on behalf of the hirer, decorator, and caterer as applicable. The booking form shall be processed in accordance with the Booking Guidelines.
- b) Booking shall only be confirmed when the completed booking form is submitted, and the appropriate deposit is paid to the Visa Oshwal Community Office.
- c) The hiring shall be deemed a permission to occupy the premises as specified in the booking documents. Such permission shall be personal to the hirer and shall not be assignable or transferable without the prior written consent of the Visa Oshwal Community Management Committee. Such consent may be refused without any reasons being provided for the same.
- d) Where only part of the premises is hired, the hirer shall ensure their party shall not encroach upon or obstruct other areas of the buildings and grounds comprising of Oshwal Centre and Mahajanwadi.
- e) Unless your booking covers the entire building of any of the Visa Oshwal Community premises, there may be other events in the building at the same time.
- f) The obligations and liabilities of the hirers, if more than one, shall be joint and several.
- g) Chand Rami Hall at Oshwal Centre may be booked for various functions. However, no MEALS are permitted to be served in this Hall. Refreshments limited to tea, coffee, soft drinks, ice-cream, sweets, nuts and biscuits can be served.
- h) When hiring the Auditorium, food or drinks are **strictly** prohibited inside the Auditorium. Any event requiring food or light refreshments to be served must do so at either the C & P Lobby, the Garden area behind the Auditorium and/or in Karania Hall. The additional facility must be booked in advance and will be charged to the hirer as per the booking charges.
- i) At all times, Visa Oshwal Community, Nairobi, will be considered to be acting by or through its Officials, Committee Members, Employees or duly authorized agents and spokespersons.
- j) Visa Oshwal Community Management Committee, Operations Committee, official staff, and authorized persons reserve to itself an absolute and unrestricted right to enter the premises at all times for the proper supervision of the hiring and for any other purposes it may consider appropriate.
- k) The hired space will be available from 6:00am until 10:00pm on the day of hire.

3. **Payment of Fees / Charges**

- a) Visa Oshwal Community reserves the right to amend the scale charges including terms and conditions of hire of facilities. The prevailing rates will be applicable for hiring of facilities irrespective of the date of payment of booking deposit.
- b) Overnight charges are applicable for any set-up/removal done after midnight.
- c) All utilities, extra security guards (for parking areas) and overtime for the Visa Oshwal Community staff (Duty Officer and Stores Staff) will be charged to the hirer at the prevailing rates.
- d) The Payment schedule for Visa Oshwal Community facilities is as follows:
 - 20% of total deposit – paid initially to confirm the booking (with the booking form).

SIGNATURE OF HIRER _____

DATE _____

30% of total deposit – paid 6 months before the event.

50% of total deposit – paid 3 months before the event.

- e) If a booking is made less than 3 months to the event date, the full deposit will be payable at the time of booking.

4. **Terms and Payment Methods**

- a) The following forms of payment are accepted: personal or company cheque, M-PESA, bank wire transfer and cash.

5. **Cancellation Policy**

- a) Booking is not transferable, and deposit will be forfeited unless a written cancellation is given to the Visa Oshwal Community Office 90 days prior to the confirmed booking date.
- b) 100% deposit will only be refunded in case of death in the immediate family within 90 days of the confirmed booking date. This decision is subject to the sole discretion of the Visa Oshwal Community Management Committee.
- c) The cancellation policy is stated below:

BOOKING CANCELLATION CHARGES (IN CASE OF CANCELLATION, THE BELOW CHARGES WILL APPLY)	
CANCELLATION CHARGES	% OF HALL CHARGES OF ALL HIRED HALLS RETAINED
CANCELLATION BETWEEN 3 MONTHS & OVER, BEFORE THE DATE OF FUNCTION	5%
CANCELLATION BETWEEN 2 – 3 MONTHS, BEFORE THE DATE OF FUNCTION	20%
CANCELLATION BETWEEN 1 – 2 MONTHS, BEFORE THE DATE OF FUNCTION	30%
CANCELLATION BETWEEN 2 WEEKS – 1 MONTH, BEFORE THE DATE OF FUNCTION	40%
CANCELLATION BETWEEN 1 WEEK – 2 WEEKS, BEFORE THE DATE OF FUNCTION	50%
CANCELLATION BETWEEN 1 DAY – 1 WEEK, BEFORE THE DATE OF FUNCTION	75%
CANCELLATION ON THE DAY / NO SHOW	100%

6. **Facilities and Services Included in Basic Rental**

- a) In accordance with the booking forms, hirers will have access to event space during the session times specified for all activities associated with their event. Activities associated with events include but are not limited to delivery, moving in of materials, setting up of materials, decorating, registration of attendees, and dismantling and moving out of materials.
- b) Only 1 Kitchen (KD Hall or Karania Hall Kitchen) shall be available for use when a lobby or Sumaria Court is booked with a KD Hall or Karania Hall at Oshwal Centre. In case the small kitchen (Regal Lobby or C&P Lobby kitchen) is required, the hirer shall be charged the kitchen hire rate as per the published rates.
- c) Visa Oshwal Community shall provide the facility in a relatively clean condition at the start of the hire period. The hirer is responsible for handing over the facility in the same condition.
- d) Services included in the booking deposit are for use of event space as described above, conventional lighting and water used for cleaning.
- e) Visa Oshwal Community staff are not responsible for the set-up of any event or the cleaning of the facilities after the event.
- f) Visa Oshwal Community Management shall not be responsible for the casuals, the failure of gas, electricity, or water supplies.

7. **Sharing the Facility**

- a) Unless the booking covers the entire building of any of the Visa Oshwal Community premises, there may be other events in the building at the same time. Likewise, the building is a public building and foyer areas are considered to be public facilities. Although these areas can be used for registration, subject to Management approval, allowances must be made for public access and emergency exits.
- b) Visa Oshwal Community does not take any responsibility for the conduct of other hirers and shall not be held responsible for the conduct of any visitors.

8. Health and Safety Equipment

- a) Health and safety equipment will be adequately provided by Visa Oshwal Community and the hirer fully confirms.
- b) Any additional requirements from the hirer shall be the hirer's responsibility to provide for his/her guests.

9. Exhibitions

- a) Visa Oshwal Community requests that hirers use a licensed service contractor for all their equipment, freight handling and storage, exhibit installation and dismantling, decorating, signage, electrical, booth cleaning and other event requirements.
- b) Free samples of pre-prepared food items or non-alcoholic beverages may be given away from the booths if the food and beverage are an integral part of the product exhibited. Pre-prepared food stuffs shall be bite-sized portions and non- alcoholic beverages shall be no larger than 100ml. Provision of any food and beverage samples requires advance approval from the Visa Oshwal Community Management. Packaged food items and unopened bottles of non-alcoholic beverages may be given away from booths provided that these items are not consumed on the premises.

10. Event Set-Up – for Catering/Decoration

- a) The hirer is requested to book the respective halls for pre-décor in advance.
- b) If the hirer requires access to the kitchen space prior to the event day for the preparation of meals, the following conditions shall apply:
 - i. The hirer shall be charged the kitchen hiring rate at 50% of the prevailing rates.
 - ii. The hirer shall be charged for the use of the kitchen servery area at 50% of the prevailing rates
 - iii. In case utilities (such tables, chairs, food warmers, etc.) are used for meal preparation prior to the event, the hirer will be billed as per the prevailing rates.
- c) The hirer is responsible for the conduct of the Decorators/Caterers teams and to ensure the rules and regulations are followed (separate rules and regulations attached). The hirer will inform the Oshwal Centre Duty Officer and/or the Mahajanwadi caretaker of the names and contacts of these persons. The hirer will also fill in and sign the necessary forms informing the names of these persons who will only be allowed at the discretion of the Duty Officer/caretaker.
- d) The hirer must inform their decoration teams that activities such as painting, welding, or grinding, drilling, hammering, sawing of items or any other potentially disruptive or damaging activities are strictly prohibited at the facility.
- e) Visa Oshwal Community will not be responsible for any damage or loss to Individual Property of the Decorator/Caterer.

11. Use of Foyer and Pre-Function Areas

- a) All hirers are provided access to event space via the foyer and pre-function areas. These use of these areas, must be applied for in advance using the booking form and approved by the Visa Oshwal Community Management.
- b) No delivery, move-in or move-out of equipment, boxes, crates, dollies, etc., are allowed into any Visa Oshwal Community facilities through the foyer and pre-function areas. These items are allowed ONLY through the loading zone.

12. Condition of Premises Following Use

- a) Following the use of the hired facilities and equipment of Visa Oshwal Community, the premises and equipment will be in the same condition and state of repair, allowing for reasonable wear and tear and damage by acts of God, as the beginning of the hiring period.
- b) The hirer will be responsible for any loss or damage caused during the function. All repair charges will be borne and paid for by the hirer.
- c) The hirer will be responsible for cleaning the entire space hired by him/her including the removal of refuse, packing material, boxes, etc. used by them. The facility shall be inspected by the Duty Officer/Mahajanwadi caretaker to ensure it has been cleaned to a satisfactory level.

- d) Visa Oshwal Community will not be responsible for any damage or loss to Individual Property of the Decorator/Caterer.

13. Rental of Equipment/Provision of Services

- a) Utensils and furniture available within Oshwal Centre and Mahajanwadi will be used for various functions.

14. Food Service, Catering and Concessions

- a) Only vegetarian food (**excluding onions, garlic, eggs, fish, meats**) will be allowed to be cooked and/or served within Visa Oshwal Community facilities.
- b) Non-vegetarian products (**eggs, fish, meats**) are **STRICTLY PROHIBITED** in all Visa Oshwal Community facilities at all times.
- c) **Alcoholic** drinks are **STRICTLY PROHIBITED** within all Visa Oshwal Community Facilities.
- d) Live cooking is prohibited in all halls except Sumaria Court. If live cooking is desired, the caterer must secure the cooking area to restrict public access and must ensure at least two operational fire extinguishers are placed closer to the cooking area.
- e) A levy will be charged when food/tickets are sold to exhibitors/visitors. The rate for the levy will depend on the requirements and must be indicated on the booking form to allow for the correct charges to be levied.

15. Security

- a) Visa Oshwal Community shall not be responsible for property of clients, exhibitors and guests. The hirer shall assume all responsibility and liability for losses, damages and any claims arising out of injury or damage to displays, equipment and other property brought into Visa Oshwal Community premises.
- b) Visa Oshwal Community management shall at their discretion deploy extra security guards for the parking areas and the cost of the extra guards shall be billed to the hirer at the prevailing rates.
- c) If the hirer brings any valuable items to the Visa Oshwal Community facilities, the hirer is responsible for their security at all times.
- d) The Duty Officer/Caretaker can lock and unlock the building and the various rooms inside at appropriate times. They shall also assist with the enforcement of the Fire and Life Safety Regulations and are available to assist in medical emergencies.

16. Condition of Hire

- a) The hirer shall ensure that no person attending or participating in the function causes any obstruction, nuisance or commits any unlawful act whether on the premises or in the immediate vicinity thereof.
- b) The Visa Oshwal Community Management reserves the right to remove any such offending person from the premises using reasonable force if deemed necessary.
- c) Entry to all Visa Oshwal Community facilities is strictly by motor vehicles or by foot. No other means of entry e.g., helicopter, horse cart, camel or any other pets will be permitted.

17. Audio Services

- a) Visa Oshwal Community has a PA System available for hire. This can be hired at a charge and is subject to availability.

18. Drone Usage for Filming

- a) Drones must be operated by licensed professionals. Proof of licensing and details of which events the drone shall be operating at must be provided at the time of booking.
- b) All drone operations must comply with the aviation authority regulations.
- c) Drones are not permitted in areas where they might interfere with other events or pose a safety risk.
- d) Hirer assumes all responsibility for any damage or injury caused by drone operations and agrees to indemnify Visa Oshwal Community against any claims arising from drone use.

19. Parking

- a) Visa Oshwal Community will not be responsible for any loss or damage to vehicles parked including loss of any property from the vehicles while the same are parked either at Oshwal Centre and/or Visa Oshwal

Mahajanwadi. Provided below is a set of rules and regulations pertaining to vehicle parking which must be adhered to strictly.

- All vehicles are required to display a valid Visa Oshwal Community car pass when parked on Visa Oshwal Community premises. When the facility is hired out for events there will be no restrictions on vehicle entry.
 - Visa Oshwal Community car passes are the property of Visa Oshwal Community and are issued to a specific individual. Car passes may not be resold or transferred between individuals.
 - Any modifications to the basement car park during the year will be posted on signs at the entrance to the basement and the change will be effective immediately.
 - Any area not specifically designated for parking is considered a no-parking zone and if any vehicles are parked in such areas the vehicles shall attract a penalty sticker.
 - All vehicles must be parked within the marked boundaries of one parking space.
 - Vehicles parked in angled parking must be parked head-in.
 - Visa Oshwal Community car pass holders should be aware that parking spaces may not be reserved.
 - Visa Oshwal Community reserves the right to remove at the owner's expense any public nuisance vehicle or one that is not parked in accordance with the regulations.
 - The penalty for possessing an altered or forged Visa Oshwal Community car pass is confiscation of altered/forged/invalidated car pass.
 - Individuals found in possession of Visa Oshwal Community car passes which have been filed as lost, stolen or invalidated are liable for all penalties.
 - Motorcycles, mopeds, and scooters must be parked in designated motorcycle parking areas and must not be parked in any parking spaces striped or marked for automobiles or bicycles.
- b) The hirer shall ensure that only the groom's vehicle shall be allowed in the barricaded parking at Oshwal Centre for a wedding.
- c) Trucks and buses are allowed to load and unload within the Visa Oshwal Community premises. However, they are not permitted to be parked on the premises without prior written consent from the Visa Oshwal Community Management.
- d) Any vehicles parked improperly and/or in unauthorized locations will have a parking sticker stuck on the motor vehicle or may be towed.

19. Deliveries/Move-In and Move-Out of Equipment/Contractor Personnel Entrance

- a) Delivery, move-in or move-out of equipment and other event-related materials shall take place only during working hours. Any special arrangements must be approved in advance by the Visa Oshwal Community Management.
- b) The service entrance, located at the loading zone of Oshwal Centre, must be used for deliveries or moving in and out of materials. In addition, all contractors and other service personnel are required to use the service entrance.
- c) We do not allow unreasonable size vehicles entering the Visa Oshwal Community facilities which may cause a substantial amount of damage to the grounds / paved cabro and driveway.

20. Signs, Banners and Decorations

- a) Signs, banners, and decorations may not be taped, nailed tacked or otherwise permanently affixed to interior ceilings, painted surfaces, columns, fabric and decorative walls, or fire sprinklers of the building interior, exterior, grounds, parking lot or other site areas.
- b) The VOC Office must first approve any signs, banners, or decorations outside of the rental areas. A written list of the quantity and placement of all signs and banners must be presented to the VOC Office.

21. Material Handling and Storage of Materials

- a) Visa Oshwal Community facilities cannot accept deliveries on behalf of hirers. Any materials being sent to Visa Oshwal Community facilities prior to event set-up days shall be refused.
- b) Every event has supplies and equipment needed by planners, exhibitors, or participants. The amount and type of material that may be brought through the main foyer is, of necessity, limited. The tile used on the

floors is fragile and will not tolerate heavy carts. Moreover, there may be more than one event in progress at any given time and large quantities of baggage moving through the foyer can be disruptive. For any large quantities of materials, please use the service entrance located at the loading zone of the building (applicable to Oshwal Centre only).

- c) Visa Oshwal Community facilities have limited storage space; therefore, Visa Oshwal Community cannot accept delivery of, or store equipment and materials destined for future events.
- d) The stores will be provided to the hirer the day before their event (subject to availability).
- e) The hirer will ensure all stores allocated to the hirer are vacated by 8.00am on the following day. In the event the stores are not cleared by 8.00am, a charge of Ksh. 10,000/- per day will be levied to the hirer thereafter.
- f) If the hirer fails to vacate the stores, Visa Oshwal Community will have the right to vacate the stores at its own discretion.

22. Event Publicity

- a) Event advertisements and/or promotions shall not be publicized until the full booking deposit has been paid and the booking is confirmed.
- b) Use of the Visa Oshwal Community office telephone numbers in advertisements and/or promotions is not permitted.
- c) Hirers are requested to include directions to the Visa Oshwal Community facility in their invites/publicity materials.

23. Pyrotechnics/Fog Machines

- a) Occasionally, clients want to use fog machines to enhance visual effects during an event. Some chemicals used to produce fog, including all oil-based systems, can activate smoke detectors causing fire alarms to sound. Such oil-based chemicals are strictly prohibited.
- b) Advance Approval:
 - i. All requests to use pyro or fog machines must be submitted well in advance of the event date.
 - ii. The Visa Oshwal Community management must approve the request based on the nature of the event and safety considerations.
- c) Professional Pyrotechnician:
 - i. Only licensed and professional pyrotechnicians should operate pyro effects. Proof of certification must be provided before approval.
- d) Fire Safety Plan:
 - i. The hirer must submit a detailed fire safety plan outlining measures taken to prevent and respond to fire emergencies during and after the pyro effects.
- e) Emergency Equipment:
 - i. Adequate fire extinguishers, fire blankets, and other emergency equipment must be provided and strategically placed during the event.

24. Prohibited Materials, Processes and Equipment

- a) Use of the following materials, processes or equipment is **STRICTLY PROHIBITED**:
 - i. Fireworks,
 - ii. Blasting agents,
 - iii. Explosives,
 - iv. Compressed flammable gases including LPG,
 - v. Aerosol cans with flammable propellants,
 - vi. Toxic materials,
 - vii. Wood matches with all-surface strikes.

25. Pets

- a) No animals or pets are permitted in Visa Oshwal Community facilities.
- b) Any Member/visitor who requires the assistance of a service animal must seek prior written consent from the Visa Oshwal Community Management.

26. Children

- a) If an event is a children's event or if attendees will bring their children, it is the hirer's responsibility to provide for the care and control of the children.
- b) Visa Oshwal Community shall not be responsible for the safety and entertainment of Children during any event.

27. Lost Articles

- a) Lost articles returned to the Duty Officer at Oshwal Centre and/or Caretaker at Mahajanwadi shall be held as a courtesy, by the respective people for a period of 30 days. Efforts will be made to contact the owner if articles are properly identified. Those articles not claimed by the end of the 30-day period shall be discarded.

28. Accessibility

- a) The Person with Disabilities Act of 2003 requires Visa Oshwal Community facilities to be fully accessible to persons with disabilities.
- b) All Visa Oshwal Community facilities are designed to meet this requirement.

29. Smoking

- a) Smoking indoors is **STRICTLY PROHIBITED** in all Visa Oshwal Community facilities at all times.
- b) Smoking is allowed only in the designated smoking area located outside the building.
- c) The designated smoking area will be clearly marked, and individuals are expected to use this area for any smoking activities.

30. Emergency & Evacuation Procedures

- a) All Visa Oshwal Community representatives (Duty Officer and/or Stores-in-Charge) have been assigned responsibilities in the event of an emergency. In such an instance, all persons present on the respective premises must follow the instructions of the Visa Oshwal Community representatives (Duty Officer and/or Stores-in-Charge). It is critical that all parties remain calm and follow instructions.
- a) Except in the case of a fire, a decision whether to evacuate the building will be made in consultation with the Hirer/Event Management and based upon the facts of the situation. However, if in doubt, evacuate.
- b) All hirers shall be informed of the procedure to be followed at the time.
- c) Walk to the nearest exit and quickly move well away from the building.
- d) Assembly areas are as follows:
 - i. Oshwal Centre - the grass field or the parking area outside the main entrance.
 - ii. Mahajanwadi - the parking area outside the main entrance.
 - iii. Oshwal Sports Complex - the parking area outside the main entrance.

31. Personal Safety

- a) The hirer shall have his/her employees (whether term or permanent) properly insured against Common Law and Work Injuries Benefit Act Liabilities. Visa Oshwal Community will not be liable for any injuries, etc. suffered by his/her employees whether term or permanent.
- b) Please locate and make note of the nearest fire exits located at various points in the buildings.
- c) **Visa Oshwal Community will not be responsible for any injury or mishap caused to anybody during the event set-up and hire days.**

32. Fire

- a) In the event of a fire, please inform the Duty Officer/Caretaker and exit the buildings using the nearest marked exits.
- b) Do not use the lifts to exit the building.
- c) Please follow the instructions of the Visa Oshwal Community staff to ensure the safety of all persons on the premises.

33. Medical Emergency

- a) In the event of a medical emergency, notify the Duty Officer/Caretaker at the earliest.
- b) Make the person comfortable. Do not attempt to move them.

- c) Do not perform first aid on them unless you are a qualified first aider.

34. Bomb Threat

- a) In the event of a bomb threat, please notify the Duty Officer/Caretaker immediately.
- b) Call 911 and inform the emergency services giving them as much detail as possible.
- c) Immediately discontinue use of Radios. For any communication, please use mobile telephones.

VISA OSHWAL COMMUNITY
FACILITY HIRE
Waiver/Release for Communicable Diseases Including COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to hire the Facility of Shree Visa Oshwal Community, the undersigned acknowledges, appreciates, and agrees that:

1. Hiring of facilities includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE VISA OSHWAL COMMUNITY or others, and assume full responsibility for my hiring; and,
3. I willingly agree to comply with the stated and customary terms and conditions for hiring of facilities with regards to protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence, I will remove myself from the facility and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS SHREE VISA OSHWAL COMMUNITY their officers, officials, and/or employees, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FULL NAME: _____

VOC NUMBER: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE OF HIRER _____

DATE _____