

# **Terms and conditions of cooperation and provision of space in “Nowe Miejsce”**

## **§1**

### **General provisions**

1. These Terms and conditions define the rules of cooperation and provision of space in Nowe Miejsce located in the Centrum Nauki i Kultury Młyny Rothera (Rother Mills Centre for Science and Culture in Bydgoszcz) (hereinafter referred to as: **Rother Mills**).
2. The Terms and conditions are valid for Rother Mills (Provider/Partner-operator of Nowe Miejsce), Organiser and Participants of the Event.

## **§2**

### **General principles of making available**

1. The area of Nowe Miejsce may be made available for the purpose of organising cultural, socially-oriented, scientific, educational, commercial events, in the form of training, lecture, show, banquet, session, concert, artistic performance, author meeting, film screening, workshops (hereinafter: **Event**), the nature of which does not violate the image and remains in accordance with the mission of Nowe Miejsce defined in §12 of these Terms and conditions and the statutory objectives of Rother Mills.
2. Rother Mills reserve the right to refuse to make the area available if the nature of the Event organised may adversely affect its image and good name, including it entails aggressive, pornographic, demoralising, offensive, illegal, contrary to the mission and contrary to the statute of Rother Mills, or poses a threat to the facility, guests and employees of Rother Mills.
3. Rother Mills do not make available the area of Nowe Miejsce for the purpose of organising private celebrations (e.g. a wedding ceremony, birthday party), trade shows, events related to any promotion of alcoholic beverages/tobacco products/drugs, election rallies, meetings with politicians, events with unscientific content and events of a religious nature.
4. The inquiries/offers/proposals concerning the availability of the area of Nowe Miejsce should be sent by e-mail using the notification form available on the website of Rother Mills in the Nowe Miejsce tab. The exception to this are inquiries to rent the space for commercial purposes, which should be addressed to: [wspolpraca@mlynyrothera.pl](mailto:wspolpraca@mlynyrothera.pl) The response time is up to 10 working days.
5. Inquiries/offers/proposals without the completed form (non-commercial) are not considered.
6. The sending of the inquiry/offer/proposal regarding the provision of the area is not tantamount to booking the space for the requested Event. The booking of the space is effective once Rother Mills send a confirmation to the Organiser's e-mail address.
7. The recommended minimum time of sending an inquiry/offer/proposal about the event and making the space available is 3 weeks before the scheduled start date of the event.
8. Rother Mills reserve the right to refuse access to the area if the Organiser does not provide all necessary information concerning the event at least 2 weeks before the planned date of the event.
9. If it is not possible to make the space in Nowe Miejsce available, information thereof is sent by e-mail.
10. The area of Nowe Miejsce may be made available:
  - a. commercially;

- b. non-commercially – the application form available on the website applies;
  - c. as part of partnerships– the application form available on the website applies;
  - d. as part of co-organisation – the application form available on the website applies. Details of each type of making the space available are set out in sections 6, 7, 8 and 9 of these Terms and conditions.
11. Making the space of Nowe Miejsce available is determined by:
- a. availability of the space in the selected time,
  - b. compliance of the event with the statutory objectives of Rother Mills and the mission of Nowe Miejsce
- The basis for making the space available is the agreement concluded between Rother Mills and the Organiser. The conclusion of the agreement means that the Organiser has accepted these Terms and conditions. Templates of agreements are made available to interested parties for review by e-mail.
12. Nowe Miejsce does not provide catering services and at the same time allows the Organiser to use catering services provided by third parties during the event. The rules concerning the consumption of alcohol in the space of Nowe Miejsce are defined in §5(2) of these Terms and conditions.
13. The use of the space takes place under the rules specified in the generally applicable provisions of law, these Terms and conditions and the agreement concluded with the Organiser. In the event of any discrepancies between the provisions of the agreement and the Terms and conditions, the provisions of the agreement prevail.
14. Rother Mills reserves the right to cancel or change the date of the accepted Event in special cases. The Organiser is informed about this fact by phone and e-mail.
15. There may be a maximum of 30 people on the ground floor and 40 people on the first floor of Nowe Miejsce. The maximum number of participants in individual events is determined individually and specified in the agreement.

### **§3**

#### **Obligations of the Organiser**

1. The Organiser and the Participants of the Event without the prior consent of Rother Mills may not make any changes in the provided space, including decor changes.
2. The Organiser and the Participants of the Event may use the provided space only in accordance with the purpose and scope specified in the concluded agreement.
3. The Organiser is obliged to read and comply with the OHS, fire, sanitary and order regulations applicable at Nowe Miejsce, as well as any instructions/recommendations of the employees of Nowe Miejsce in this respect, as well as any applicable regulations and standards that may be related to the protection of facilities and other areas of Rother Mills, including the Act of 23 July 2003 on the Protection of Monuments and Care of the Monuments, the Act of 27 April 2001 on the Protection of the Environment and the Regulation of the Minister of Culture and National Heritage on occupational health and safety at the organisation and implementation of shows.
4. The hours during which the works (assembly and disassembly) related to the organisation of the Event are held and their scope must be determined before signing the agreement with Rother Mills.
5. The Multimedia equipment made available to the Organiser by Nowe Miejsce may be used only by persons appointed by Rother Mills.
6. The use of the Organiser's own equipment during the Event is possible with the consent of Rother Mills, upon prior notification on the type and number of equipment pieces and the desired assembly/use points before signing the agreement.

7. The provision of the space authorises the Organiser and the Participants of the Event to use the spaces indicated in the Agreement and the public spaces of Rother Mills in accordance with their intended purpose.
8. The Organiser is responsible for ensuring that the Event Participants are present only in the space specified in the Agreement and in public spaces of the Rother Mills.
9. The Organiser is responsible for the security of the Participants during the Event, and is responsible for the correct entry of the Participants to the premises, as well as timely and safe exit from the provided space. Rother Mills reserve the right to remove from the building an Event Participant whose behaviour endangers the safety of other people present at the premises of Rother Mills, disturbs the order or violates generally accepted standards of behaviour in public places.
10. Rother Mills reserve the right to verify that people entering the building do not bring any objects threatening the security of the building and people staying in it.
11. Rother Mills reserve the right to verify the number of participants in the Event, according to their number specified by the Organiser in the agreement, as well as to prevent participation in the event of people whose presence would result in exceeding the number of participants specified in the agreement.
12. The Organiser is obliged to cover the additional costs of security services with which Rother Mills cooperate and to secure the Event if the nature of the Event so requires and if such a request is made by Rother Mills.
13. The Organiser is obliged to keep the space made available to them clean during the entire time of making the space available specified in the agreement.
14. The Organiser is obliged to ensure the supervision of the outerwear left by the Event Participants in Nowe Miejsce.
15. The Organiser is obliged to return the space made available in an orderly condition and emptied of all items belonging to the Organiser or third parties (e.g. promotional materials, stands, display cabinets, etc.) which were not in the space made available at the time of handing it over to the Organiser. In the case of leaving the above-mentioned items in the space outside the time of making the space available specified in the agreement, the Organiser agrees to independent (without the Organiser's presence) arrangement of items by the employees of Nowe Miejsce, i.e. transferring them to another space not made available for another event.
16. If the Organiser fails to comply with the obligations set out in §3, Rother Mills have the right to charge the Organiser with all additional costs incurred as a result thereof.

#### **§4**

#### **Liability and Insurance**

1. The Organiser should have up-to-date professional third party liability insurance and should insure its property brought to the leased area (e.g. equipment and devices on the stand, elements of the construction and equipment of stands, private property, company vehicles, etc.), both for the duration of the Event and for the period of their assembly and disassembly. Rother Mills reserve the right to indicate the need to hold and then produce a copy of the copies of the third party liability insurance and the Organiser's property insurance.
2. Rother Mills are not liable for the property of the Organiser, its subcontractors, sponsors and other entities acting with the consent, for the benefit or at the request of the Organiser in connection with the organisation of the Event. In the case of several-day events, the Organiser may

leave valuables in the Nowe Miejsce spaces on their sole responsibility.

3. Rother Mills are not liable for the content appearing at the Organiser's Event and for the quality and level of the event. The Organiser is fully liable for the organisation of the Event.
4. The Organiser undertakes to verify and apply any current sanitary instructions applicable to the Event, respecting the applicable provisions of law and any additional rules introduced by Rother Mills.
5. In matters related to obtaining a licence for public presentation and reproduction of copyrighted content, the Organiser is obliged to strictly apply the Act of 4 February 1994 on Copyright and Related Rights Act. If a third party raises claims related to the violation of copyright or related rights, the Organiser releases Rother Mills from all liability by assuming it. Rother Mills reserve the right to verify the licence obtained by the Organiser.
6. Rother Mills reserve the right to immediately intervene, not to grant consent to commencement of the Event, interrupt it or modify the Event if it finds that the Organiser:
  - a. makes use of the space contrary to the provisions of the agreement and the terms and conditions;
  - b. uses the space in a manner contrary to the law, in particular in the event of violation of sanitary, OHS and fire regulations.
7. The Organiser is liable to Rother Mills for acts and omissions of the Participants, subcontractors, sponsors and other entities acting with the consent, for the benefit or at the request of the Organiser in connection with the organisation of the Event, as for its own.
8. The Organiser is solely liable for any damage caused to third parties, resulting from its own actions, actions of subcontractors, sponsors and other entities acting with the consent, for or at the request of the Organiser in connection with the organisation of the Event, and is obliged to cover the costs connected with repairing the damage or preventing the increase of its severity.
9. The Organiser is obliged to repair any damage that has occurred in the Nowe Miejsce space made available for the purpose of the Event and damage to other elements of the property which is possessed by Rother Mills, caused by its own actions, actions the Event Participants, subcontractors, sponsors and other entities operating with the consent, for the benefit or at the request of the Organiser in connection with the organisation of the Event by paying the full amount of compensation.
10. In the event of damage referred to in paragraphs 8 and 9, the Rother Mills and the Organiser draw up the damage report. If there is no cooperation on the part of the Organiser, Rother Mills draw up a report on their own.
11. Rother Mills commission repairs to the company they select, for which the Organiser agrees. The Organiser undertakes to cover all costs related to the repair, based on an invoice provided by Rother Mills, documenting the value of incurred costs. The Organiser is obliged to cover the costs within 14 days from the date of receiving the request for payment.

## **§5**

### **Prohibitions on the use**

1. It is prohibited to bring and consume alcohol at the premises of Nowe Miejsce. Nowe Miejsce may consent to the use of alcohol inside the building upon the Organiser's request. It is the Organiser's responsibility to obtain a relevant permit.

2. The Organiser may not sub-lease the space in Nowe Miejsce to other entities without knowledge of Rother Mills.
3. It is prohibited to destroy any elements of the building.
4. It is prohibited to attach (including: to stick) anything to the walls, glass elements, metal elements and wooden structural elements. Any such activities related to the Event must be agreed in advance in writing with the representatives of the Rother Mills Technical and Administration Department.
5. Bringing and using any objects that may activate sensors of the building fire alarm systems, i.e. smoke generators, dry ice generators, lit candles, must be agreed with Rother Mills prior to signing the agreement. The use of these items is only possible in the presence of a fire-fighter, cooperating with Rother Mills. The Organiser is obliged to cover additional costs resulting from the involvement of the fire-fighter, with whom Rother Mills cooperates, and to secure the Event if its nature so requires and if such a request is made by Rother Mills.
6. The Organiser is not entitled to make any significant changes to the interior design of the rooms, move the tables, move the installed equipment, remove equipment from the rooms, etc., without the prior written consent of the representative of the Rother Mills Technical and Administration Department.

## **§6**

### **Rules for commercial provision of the space**

1. Commercial provision of the space is understood as making the space available to economic, private or other entities, for closed events of a nature directly unrelated to the statutory activity of Rother Mills and the mission of Nowe Miejsce, i.e. conferences, congresses, symposia, banquets, corporate events, photo sessions, filming.
2. In the case of commercial provision of the space, the application form does not apply. Send an inquiry to the following e-mail address: [wspolpraca@mlynrothera.pl](mailto:wspolpraca@mlynrothera.pl). The application should be submitted no later than 3 weeks before the planned event.
3. Rother Mills do not provide activities to promote a commercial event.
4. In the case of commercial lease, the amounts for making the space available specified in §11(1) apply.
5. The Organiser is obliged to comply with the rules of these Terms and conditions.
6. In case of using the event kitchen and/or tableware, such a desire should be reported to Rother Mills up to 5 days before the planned event, together with information about the elements of kitchen equipment that the Organizer plans to use. The list of equipment and tableware available in the New Place is available in Rother's Mills.

## **§7**

### **Rules for non-commercial provision of the space**

1. Non-commercial provision of the space covers Organisers who are non-governmental organisations entered in the National Court Register with its registered office in the Republic of Poland, natural persons, universities, schools, institutions working for the dissemination of culture and/or operating in the area of cultural education and cultural institutions within the scope consistent with the mission of Nowe Miejsce.
2. If you wish to make use of the non-commercial provision of the space, the Organiser is obliged to fill out and send the application form on the website of Rother Mills in the Nowe Miejsce tab.
3. During the analysis of the received application form, the following is taken into account: compliance with the mission of Nowe Miejsce and the statutory activity of Rother Mills, content, assessment of previous cooperation with the Organiser (if any).

4. Rother Mills reserve the right to send a positive or negative decision to make the space available within 10 working days from the receipt of all information concerning the planned Event.
5. As part of the non-commercial provision of the Nowe Miejsce space, Rother Mills offer the possibility of using free forms of promotion:
  - a. placing information about the event in the calendar on the website [mlynyrothera.pl](http://mlynyrothera.pl);
  - b. posting information about the event in the calendar on the information board in the space of Rother Mills;
  - c. the possibility to display a poster in the A3 format on the information board in Rother Mills two weeks before the event if, within the specified time limit, Rother Mills have a free place for such a display;
  - d. the possibility to display of a poster in an electronic form on a carrier (screen) in Nowe Miejsce two weeks before the event; the graphic must be vertical, in 1920x1080 resolution;
  - e. the possibility to distribute leaflets on the premises of Rother Mills – at the place indicated by Rother Mills – two weeks before the event;
  - f. the possibility to display a poster in the digital version on the screen at the Rother Mills entrance zone – two weeks before the event; the graphic must be horizontal, in 1920x1080 resolution;
  - g. display of the Organiser's own advertising materials on the day of the event, e.g. advertising walls, banners – after prior arrangement of the location and acceptance of materials by the representative of the Rother Mills Communication Department and a representative of the Administration and Technical Department;
  - h. promotion of the event on the Rother Mills' profile in social media
6. In the case of Organiser's promotional materials, which include the logotype of the Rother Mills Centre for Science and Culture, the materials should be sent for acceptance by the Communication Department representative before the event. The institution's logo is available for download on the website: <https://mlynyrothera.pl/dla-mediow/>.
7. The Organiser is obliged to comply with the rules of these Terms and conditions.

## **§8**

### **Principles of partner cooperation**

1. Partner cooperation covers Organisers who are non-governmental organisations entered into the National Court Register with its registered office in Bydgoszcz or with its registered office in the Republic of Poland, natural persons, universities, schools, institutions working for the dissemination of culture and/or acting in the area of cultural education and cultural institutions in the scope consistent with the mission of Nowe Miejsce.
2. If you wish to establish a partner cooperation, the Organiser is obliged to fill out and send the application form on the website of the Rother Mills Centre for Science and Culture in the Nowe Miejsce tab.
3. During the analysis of the received application form, the following is taken into account: compliance with the mission of Nowe Miejsce and the statutory activity of Rother Mills, content, assessment of previous cooperation with the Organiser (if any).
4. Rother Mills reserve the right to send a positive or negative decision to make the space available within 10 working days from the receipt of all information concerning the planned event.

5. As part of partner cooperation in Nowe Miejsce, Rother Mills offer the possibility of using free forms of promotion:
  - a. placing information about the event in the calendar on the website [mlynyrothera.pl](http://mlynyrothera.pl);
  - b. posting information about the event in the calendar on the information board in the space of Rother Mills;
  - c. the possibility to display a poster in the A3 format on the information board in Rother Mills two weeks before the event if, within the specified time limit, Rother Mills have a free place for such a display;
  - d. the possibility to display of a poster in an electronic form on a carrier (screen) in Nowe Miejsce two weeks before the event; the graphic must be vertical, in 1920x1080 resolution;
  - e. the possibility to distribute leaflets on the premises of Rother Mills – at the place indicated by Rother Mills – two weeks before the event;
  - f. display of a poster in the digital version on the screen at the Rother Mills entrance zone – two weeks before the event; the graphic must be horizontal, in 1920x1080 resolution;
  - g. display of the Organiser's own advertising materials on the day of the event, e.g. advertising walls, banners – after prior arrangement of the location and acceptance of materials by the representative of the Rother Mills Communication Department and a representative of the Administration and Technical Department;
  - h. promotion of the event on the Rother Mills' profile in social media
6. In the case of Organiser's promotional materials, which include the logotype of Nowe Miejsce, the materials should be sent for acceptance by the Communication Department representative before the event. The institution's logo is available for download on the website: <https://mlynyrothera.pl/dla-mediow/>.
7. In the case of partner cooperation, the total costs of making the space available are borne half by Rother Mills.
8. The Organiser is obliged to comply with the rules of these Terms and conditions.

## **§9**

### **Rules for co-organisation of an event**

1. Co-organisation of an event covers Organisers who are non-governmental organisations entered into the National Court Register with its registered office in Bydgoszcz or with its registered office in the Republic of Poland, natural persons, universities, schools, institutions working for the dissemination of culture and/or acting in the area of cultural education and cultural institutions in the scope consistent with the mission of Nowe Miejsce.
2. If you wish to co-organise an event with Rother Mills in Nowe Miejsce, the Organiser is obliged to fill out and send the application form available on the Rother Mills' website in the Nowe Miejsce tab.
3. During the analysis of the received application form, the following is taken into account: compliance with the mission of Nowe Miejsce and the statute of Rother Mills, content, assessment of previous cooperation with the Organiser (if any).
4. Rother Mills reserve the right to send a positive or negative decision to make the space available within 10 working days from the receipt of all information concerning the planned event.
5. As part of partner co-organisation of an event in Nowe Miejsce, Rother Mills offer the possibility of using free forms of promotion:

- a. placing information about the event in the calendar on the website [mlynyrothera.pl](http://mlynyrothera.pl);
  - b. posting information about the event in the calendar on the information board in the space of Rother Mills;
  - c. the possibility to display a poster in the A3 format on the information board in Rother Mills two weeks before the event if, within the specified time limit, Rother Mills have a free place for such a display;
  - d. the possibility to display of a poster in an electronic form on a carrier (screen) in Nowe Miejsce two weeks before the event; the graphic must be vertical, in 1920x1080 resolution;
  - e. the possibility to distribute leaflets on the premises of Rother Mills – at the place indicated by Rother Mills – two weeks before the event;
  - f. display of the poster in the digital version on the display in the Rother entrance zone – two weeks before the event;
  - g. display of the Organiser’s own advertising materials on the day of the event, e.g. advertising walls, banners – after prior arrangement of the location and acceptance of materials by the representative of the Rother Mills Communication Department and a representative of the Administration and Technical Department;
  - h. promotion of the event on the Rother Mills’ profile in social media;
  - i. promotion of the event on the Rother Mills’ profile in social media – Rother Mills as a co-organiser of the event held by the Organiser.
6. In the case of Organiser’s promotional materials, which include the logotype of Nowe Miejsce and Rother Mills, the materials should be sent for acceptance by the Communication Department representative before the event. The institution's logo is available for download on the website:<https://mlynyrothera.pl/dla-mediow/>.
  7. Rother Mills in promotional materials are marked as co-organiser of the event, together with placing the logotype.
  8. In the event of the co-organisation of an event, Rother Mills get involved in the organisation the event in terms of content and in the additional promotional scope. The rules and mutual obligations are determined individually between the Organiser and Rother Mills.

## **§11 Price list**

1. Price/basic costs for making the space available/servicing amount to:
  - a) commercial offer: PLN 450 gross for each hour of use of one floor of Nowe Miejsce. The cost includes basic equipment, multimedia and lighting equipment available on the day of the event, support of one person of the Visitor Department, space designation, operating costs (heating, energy, air conditioning, cleaning agents, depreciation of equipment); PLN 600 gross for each hour of use of the ground floor and first floor of Nowe Miejsce; additional PLN 150 gross for the use of the event kitchen and/or tableware.
  - b) photo sessions and filming: PLN 200 gross for each hour of use of one floor of Nowe Miejsce. The cost includes basic furniture available on the day of the event, support of one person from the Visitor Department, operating costs (heating, energy, air conditioning, cleaning agents, depreciation of equipment);
  - c) non-commercial offer: includes basic equipment, multimedia and lighting equipment available on the day of the event, support of one person from the Visitor Department, space designation;
  - d) use of workshop kitchen and dishes – PLN 50 gross
  - e) sales stand during the event – from PLN 50 gross/hour;



- f) additional physical security employee – PLN 45 gross/hour;
  - g) additional employee of the cleaning service – PLN 45 gross/hour;
  - h) additional employee of the Administration and Technical Department (e.g. assembly) – PLN 60 gross/hour;
  - i) a fire-fighter – 60 PLN gross/hour;
  - j) additional employee of the Visitor Department – PLN 60 gross/hour;
  - k) other additional needs of the Organiser – determined individually.
2. In the case of ticketed events with paid admission, for which the sale of tickets takes place outside the Rother Mills sales system, 10% of the planned maximum proceeds from the sale of tickets is added to the amount for the total provision of the space.
  3. In the case of ticketed events with paid admission, for which the sale takes place through the Rother Mills' sales system, 20% of the planned maximum proceeds from the sale of tickets is added to the amount for the total provision of the space.
  4. Rother Mills collect fees before the event begins, on the basis of detailed terms and conditions contained in the agreement. Where justified, Rother Mills may agree for the payment of the fee after the event.
  5. In the case of events that are technically and organisationally complex, the value of the event service costs and the number of service staff is determined on the basis of the event scenario, the technical rider, the specific nature of the event and the needs indicated by the Organiser. The valuation is prepared on a case-by-case basis.
  6. Rider with technical equipment and technical plans of the Nowe Miejsce space are made available to interested parties for review by e-mail.
  7. In special cases, the Director of Rother Mills may decide to waive or partially waive the collection of fees for making the Nowe Miejsce space available.

## **§12**

### **Mission of Nowe Miejsce**

1. The main mission of Nowe Miejsce is to pursue a multi-directional activity for the creation and dissemination of culture, in particular by:
  - a. promoting and working towards open and tolerant attitudes, intercultural and intergenerational dialogue, the idea of civil society and an active, creative attitude towards different cultures and towards social reality;
  - b. supporting actions in the scope of culture, art, protection of cultural goods and traditions;
  - c. animation of culture aimed at the activation of socially excluded social groups, intercultural, intergenerational dialogue and cooperation between societies;
  - d. supporting actions in the scope of education and European integration, human rights and actions supporting democracy;
  - e. acquiring and disseminating knowledge of intercultural dialogue; and seeking new, innovative methods of animation of culture and multicultural education.
2. The objectives of Nowe Miejsce are pursued through the following forms of action:
  - a. creation and implementation of educational programmes;
  - b. organising and co-organising public actions, meetings, workshops, concerts, exhibitions;
  - c. promoting and organising voluntary service;
  - d. providing space for discussion, information and educational meetings;
  - e. technical, training and information support for non-governmental organisations and institutions;

- f. cooperation with public administration, non-governmental organisations and all other non-formal organisations and groups of objectives in line with the objectives of Nowe Miejsce;
  - g. conducting educational activities in the field of intercultural education and civil society education.
3. The mission and activities of Nowe Miejsce fall within the scope of the following public benefit activity:
- a. culture, art, protection of cultural goods and traditions,
  - b. science, education, upbringing,
  - c. promotion and organisation of voluntary service,
  - d. actions for European integration, networking and cooperation between societies,
  - e. charitable activity.

## **§12**

### **Final provisions**

1. The Organiser is obliged to comply with the rules of these Terms and conditions.
2. Failure to comply with the rules resulting from the Terms and conditions and the concluded agreement may be the reason for refusing to organise subsequent events in the area of Rother Mills.
3. Rother Mills reserves the right to amend the Terms and conditions in force. All amendments to the Terms and conditions are made on an ongoing basis and are valid from the date of publication.
4. In matters not covered by these Terms and conditions, decisions are made by the Director of Rother Mills.