

Terms & Conditions of Hire

In these Terms & Conditions: 'The Premises' or 'Centre' means Fitzrovia Community Centre, 2 Foley Street, London W1W 6DL or any part thereof. The 'Principal', 'We' or 'FCC' means the organisation of Fitzrovia Community Centre. 'Hirer' means any person, persons or group named on the Booking Form and/or Terms & Conditions who hire or book the facilities at FCC. The 'Hirer' will not enter into this contract on behalf of a third party.

Undertaking

The Hirer undertakes to comply with these Terms & Conditions and any statutory provisions governing the use of the premises.

1. Bookings

Bookings should be made via our Online Bookings System or by contacting FCC by telephone 020 7580 8680, in person, or by email to bookings@fitzroviacommunitycentre.org. We may agree to make a temporary, provisional booking to hold the slot. Confirmation of booking is on receipt of payment and receipt of all booking details.

2. Payment

Payment is due two weeks before any booking activity takes place. Invoices will be sent prior to the booking. Unpaid bookings may be cancelled by the Centre without notice. Payment can be made online via debit or credit card or by BACS.

3. Pricing

FCC will review hire charges on an annual basis. Any increase in charges will come into play on 1st January each year.

4. Cancellation & Reschedule

If you must cancel or reschedule a booking, you should contact us as soon as possible. Cancellations and reschedules must be acknowledged in writing by FCC. Any refunds given will be subject to the notice policy below. Please note that an administration fee of £25 will be charged for all cancellations or reschedules.

- Over 20 working days' (4 weeks) notice: full refund, minus administration fee
- 5-20 working days' (1-4 weeks) notice: 50% of the fee refunded, minus administration fee
- 1-5 working days' (1 week) notice or 'no show': no refund will be given

5. Sub-letting

Sub-letting or under-letting is prohibited. Hirers must be present throughout all their bookings. Hirers must not delegate responsibility for being present at any booking to a third party without prior written consent from FCC.

6. Storing Items Overnight

Permission to leave your property in-situ overnight is given at the discretion of FCC. If doing so will prevent use of the room by any other party you may be charged an additional fee. Anything left on the premises is at Hirer's own risk.

7. **Unplanned Booking Extension**

The booking includes the room(s) and facilities detailed in the booking confirmation only and Hirers are not permitted to make use of any other bookable space on the premises without prior permission. The booking time includes setting up and clearing away, and you will be charged for any additional time used, by the half hour (i.e. if your booking runs over by 5 minutes, you will be charged for an additional half hour). If you need help from FCC staff to set up or clear away, please arrange this at the time of booking. An additional fee will be charged accordingly.

8. **Numbers in Attendance**

The number of guests at each booking must not exceed the maximum room capacity as detailed on FCC's website. In the event of the maximum capacity being exceeded, the Hirer will be asked to reduce numbers or risk the event being terminated. The Hirer will not be entitled to any refunds.

9. **Kitchen**

The kitchen is a bookable space and is only available as an add-on to Equiano Room (Room 6). Hirers must leave the kitchen as they found it; all used items must be washed and returned to their original place and all surfaces and floors must be left clean. No children are allowed into the kitchen alone under any circumstance.

FCC will provide a Health & Safety induction to the Hirer to use the kitchen equipment and the Hirer does so at their own risk. FCC takes no responsibility for injury or damage resulting from misuse of the equipment or failure to observe Health & Safety advice given. In case of any accident, please inform a member of staff, who will send a First Aider to assist you.

The use of toasters, sandwich makers and deep fat fryers on the premises is strictly prohibited and any electrical equipment used must have been PAT tested within the last 12 months.

10. **The Secret Garden (Courtyard Space)**

The Secret Garden is a bookable space, either standalone or as an add-on to Owen Room (Room 1). Hirers are asked to be mindful of the keyworkers residing in the rooms above the Centre, who may have irregular shift patterns. Any musical performances or other events requiring amplified sound must be approved by FCC at the time of booking. Hirers must leave the Garden as it was found, ensuring that any rubbish is cleared away and furniture returned to its original place. If you need help from FCC staff to set up or clear away, please arrange this at the time of booking. An additional fee will be charged accordingly.

11. **Furniture and Fittings**

The Hirer shall not, without the prior written consent of FCC, introduce additional furniture or fittings to the Premises. Temporary seating or table equipment must be dismantled and removed at the end of every session and any furniture moved should be returned to its original position at the end of the booking. Corridors, fire exits and fire equipment must not be blocked.

12. **Storage Space**

Storage space at FCC is limited. Hirers are not permitted to store any equipment or other effects on the Premises without prior permission from FCC. Storage may be available to the Hirer for a fee. The 2022 rate is £15 per calendar month for up to 150cm (L+W+H). For each additional 50 cm, extra charge of £10. Storage rates are reviewed annually along with those for room hire. Any items stored at FCC are at the Hirer's own risk. Any damage to the Premises caused by the Hirer's equipment, either accidentally or otherwise, will incur a fee for repair.

13. Posters and Publicity

The Hirer shall not fix or display any decoration, posters, boards, or advertisements on the inside or outside of the Centre without prior consent of FCC. The Hirer shall not put up any advertising in the street or buildings in the nearby vicinity without the prior consent of FCC. Use of FCC's logo in promotional material is permitted only with prior consent from the FCC Centre Director.

14. Damage to the Centre

The use of nails, Blu Tac, or any other adhesive is prohibited on any painted surfaces at the FCC. White Tac, glue dots or similar may be used with permission. The Hirer will be held responsible for any damage incurred as a result of fixing anything to the walls. Any breakages or damage to the property of the Fitzrovia Community Centre must be paid for in full by the Hirer.

15. Food & Drink

If the Hirer is providing food to the public, either sold or otherwise, they are responsible for ensuring all statutory requirements are met, including, but not limited to, Food Hygiene certification, Public Liability insurance and relevant licenses. External caterers must have public liability insurance. Use of kitchen facilities and kitchenware is with prior consent of FCC only. See also Point 9, Kitchen. If kitchens, kitchenettes or rooms are found to have been left unclean or untidy, a cleaning charge of up to £50 may be incurred.

No alcohol should be sold or consumed on the Premises without prior written agreement from FCC. Any licences required for the consumption or sale of alcohol on the Premises are the responsibility of the Hirer to arrange and a copy of the licence must be provided to FCC no later than 5 working days before the event. The 'sale of alcohol' includes ticket sales for an event which includes the provision of alcohol, or where alcohol is given as an incentive, e.g. free glass of wine with every meal. The Hirer is responsible for ensuring alcohol is not served to anyone under the age of 18.

16. Security

In the absence of reception staff, the Hirer should only open the main door for those attending their event.

17. Health & Safety

Hirers must read and abide by the Health & Safety regulations in operation at FCC and make themselves and their group familiar with the fire and emergency procedures in operation, Fire Call points and Fire Exits.

18. Accidents, Personal Injury & Damage to Personal Property

FCC will not be held responsible for any damage or loss of goods, property, or equipment or for personal injury (except in the case of negligence by the Centre) on the Premises, howsoever caused. The Hirer shall indemnify FCC and its representatives, e.g. staff or Trustees, against any claims which may be made in respect thereof.

Any accident must be reported to FCC staff as soon as possible after its occurrence and recorded in the Accident Book, which is available at reception.

19. Risk Assessment

The Hirer is required to carry out their own Risk Assessment of their activity. A template is available from reception if required.

20. Insurance

Hirers are responsible for having valid Public Liability Insurance where necessary. The Hirer may be required to provide evidence of insurance as appropriate.

21. Pressurised Containers

Pressurised containers may not be brought onto site. This includes gas canisters, balloon inflators and similar containers.

22. Fire

Smoking is strictly prohibited throughout the Premises, in the Secret Garden (courtyard space) and on the front steps and ramp. The use of candles or any other naked flame is prohibited without written agreement from FCC a minimum of 5 working days prior to the event. Under no circumstances should any portable heaters or lamps be brought onto and used on the Premises.

23. Accessibility

At present, due to fire safety regulations, people with reduced mobility may use any of the rooms on the ground floor but should only use the lower ground floor if they are capable of climbing the stairs, with or without assistance, in case of emergency. This is a temporary measure until further notice.

24. Electrical equipment

No electrical apparatus may be brought on to the premises without the consent of FCC, who must be satisfied that the equipment has been checked for safety. Any electrical equipment brought into the Centre must also have a valid PAT (Portable Appliance Testing) certificate dated within the last 12 months. Any equipment without a valid certificate will not be permitted to be used.

25. Noise

Any music or other noise must not constitute a nuisance to the surrounding area and/or other centre users. Please enquire at the time of booking if you are planning to play music/make noise or if you require a quiet space. We cannot guarantee any space to be quiet due to building works or other environmental factors outside our control. Our rooms are not sound-proofed and if we consider any noise above acceptable levels, we will request it to be turned down or switched off.

26. Conduct & Behaviour on Site

The Hirer must be respectful of all others using the Centre and living in its vicinity. FCC reserves the right to eject anyone suspected of undertaking illegal activity on the premises and/or notify the Police. Drunk and disorderly behaviour will not be tolerated either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of illegal drugs or who is behaving in a violent or disorderly way will be asked to leave the premises. No illegal items may be brought, used or stored on the premises. Abusive or aggressive behaviour towards representatives of FCC or centre users will not be tolerated.

27. Housekeeping

Hirers are expected to leave the rooms and communal spaces clean and tidy. All items belonging to the Hirer or their group must be removed, including rubbish and food waste. The floor should be left clear of any crumbs or detritus, and any spillages should be wiped to avoid pest infestation. Please ask an FCC staff member for cleaning equipment if necessary. Rubbish should be bagged up and brought to Reception for FCC staff to deal with. FCC can arrange post-event clear-up as a chargeable add-on. This must be booked a minimum of 48 hours before your event.

28. Safeguarding Children, Young People and Adults at Risk

If Hirer's events are for children, young people or adults at risk, or they are attending, the Hirer must ensure regulations for their safety are observed. The Hirer must have an appropriate safeguarding policy and procedures in place and staff/volunteers must receive DBS checks as required by their role. All centre users are covered by FCC Safeguarding policies while on site and FCC staff and volunteers will follow procedure if there is any concern, regardless of whether the person deemed to be at risk is a registered member of FCC. Children must be supervised at all times while within the Centre with adult to child ratios in line with NSPCC guidance.

29. Emergency Repair, Maintenance or Other Emergencies

FCC reserves the right to, at any time, cancel room bookings without prior notice should any repair, structural or otherwise, be required. Should this occur, the Hirer will be offered another room, when one is available, or an alternative date. No cancellation, reschedule or admin fee will be charged and no other compensation will be paid. We will always try, where possible, to plan for such works to give the Hirer adequate notice.

30. Cancellation by FCC

We may cancel the booking for any reason with 20 working days' notice and any payments received will be refunded. We may cancel any booking at any point which has been made in a false name or for a third party, or for a purpose different from that detailed on the booking form. Any payments received will be refunded.

If your booking is cancelled by FCC for reasons other than detailed above, we will endeavour to accommodate your booking as well as we can to minimise disruption to your plans. When this is not possible, we will offer an alternative date or time. If this is not possible, we will consider a refund of your booking fee, but we cannot be liable for any other costs incurred as a result of your lost booking including refreshments purchased, other equipment or services hired or any other peripheral costs or damages.

We reserve the right to refuse any booking application without the need to specify reasons. We reserve the right to impose special conditions to any bookings as necessary. We reserve the right to cancel any booking without compensation if there is a breach of the Terms & Conditions.

I accept the above Terms and Conditions:

Name of Organisation: _____

Name of Hirer: _____

Signature of Hirer: _____

Date: _____

Documents attached	✓
Booking Form	
Risk Assessment	
Safeguarding Policy(ies)	
Public Liability Insurance certificate	

From time-to-time FCC may contact Hirers for feedback and/or request reviews. Please tick here if you **do not** wish to be contacted for this purpose. ☐