



Thank you for choosing The Fusion Centre. By proceeding with your booking, you agree to the terms and conditions outlined below for the hire of our facilities.

Our Classroom/Boardroom is available for hire and includes tables, chairs, a projector, a whiteboard, and tea/coffee making facilities.

BOOKING AGREEMENT

By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of the room.

TERMS & CONDITIONS OF HIRE

Agreements with the Trustees of The Fusion Centre ("the Fusion Centre") for the hire of the community classroom or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

1. Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

2. Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

3. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:-

- Being familiar with, and complying with, the guides provided for the use of the Fusion Centre.
- Ensuring that the Premises are kept secure for the duration of the hire.
- Supervision of the use of the Premises and the care of its fabric and contents.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other space in use by other persons.
- Ensuring that the Premises (including kitchenette, any appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights and heating switched off, and the room secured.



- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner.
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Fusion Centre on the occasion of a special event or hire agreed to by the Fusion Centre
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises.
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighborhood and conduct themselves accordingly by, for example, taking care not making excessive noise, especially late at night, and not playing music or making other sounds at inappropriate levels.
- Confirming to the Fusion Centre that you have appropriate public liability insurance.

4. Bookings which may be refused

The Fusion Centre booking administrator, on behalf of the trustees, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbors ie Sports hall users.

If the activity is considered a "big event" is one which requires dedicated use of other parts of the centre (including youth room or green room), plays loud music (recorded/disco/film or live, amplified or not), and will probably fill the car park.

If a booking involves children or vulnerable adults such that a safeguarding policy is required (see clause 12) booking administration may refuse a booking on safeguarding grounds after consultation with the welfare officer.

5. Cancellation

- (a) No charge if cancelled at least 1 week before a booking
- (b) 50% of the booking fee is due if cancellation is between 1 week and 24 hours before a booking.
- (c) 100% of booking charge is due if less than 24hrs or no cancellation is made.

6. Payment terms

- (a) For a single booking, payment is due before the event, except...

For any single booking open to the public, which covers its costs with ticket sales or other fund-raising activities at the event, payment is due 30 days after the event.



7. Deposit

A deposit is required for all parties. If the room is not left in an acceptable state deductions will be made before the deposit is returned.

8. Fire Regulations

The Hirer shall:

- Ensure that the "Emergency Exit" signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Fusion Centre staff.
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event.
- Ensure that all fire exits in the room and hallway are kept clear at all times, however. if any equipment, e.g. a prams, are positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency.
- Ensure that the relevant entrances/exits are not blocked with items such as wheelchairs or mobile scooters.

**The Evacuation Muster point is in the large car park at the Fire assembly point.
Clearly sign posted.**

9. Use of Premises

The Hirer shall not: -

- sub-let or use the room for any purpose other than that described in their Booking Application
- use the room or allow the room to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Fusion Centre anything which may endanger the premises or render invalid any insurance policies in respect thereof.
- allow the use of drugs on the Premises.
- allow smoking in the Premises, in the patio area or in the vicinity of the entrances.

10. Car Parking

Vehicles are parked at owner's risk and may be parked only in the marked parking bays. Parking on site is free. Please note that the large car park is owned and managed by NELC but is available for all users of the site. The small front car park is for staff and emergency vehicles only.

11. Compliance with legislation relating to children or vulnerable adults



For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate. The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

12. Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of the Fusion Centre and their employees, volunteers and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Centre Conditions
- all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by the Fusion Centre, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents

13. Insurance

The Hirer is responsible for ensuring that any outside company used has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

14. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Fusion Centre as soon as possible, and complete the relevant section in the Fusion Centre's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to the Fusion Centre, or brought in by the Hirer must also be reported as soon as possible.

15. Stored equipment



The Fusion Centre may provide storage space, including shelf space, for regular users, and may charge a deposit for the use of a key's to these storage spaces. These keys remain the property of the Fusion Centre, and, on request, must be returned to the Fusion Centre.

The Fusion Centre accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Fusion Centre may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

16. No alterations

Decorations may be hung on the side walls and ceiling panels of the Centre but not elsewhere. On request, Hirers must confirm that the decorations are not a fire hazard.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior approval of the Fusion Centre staff.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Fusion Centre staff, remain in the Premises at the end of the hiring and become the property of the Fusion Centre or be removed by the Hirer. The Hirer must make good to the satisfaction of the Fusion Centre any damage caused to the Premises by such removal.

17. Interruption of Regular Bookings

If a Hirer is a regular weekly user, the Fusion Centre reserves the right to cancel all, or part of, certain bookings in favor of one-off bookings. Such cancellations shall not occur more than once a month, and at least three weeks' notice shall be given of such cancellation.

The Fusion Centre reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

18. Cancellation by the Hirer

If the Hirer cancels the booking before the date of the event and the Fusion Centre is unable to conclude a replacement booking, the Fusion Centre may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

19. Cancellation by the Fusion Centre



The Fusion Centre reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar force majeure situation that requires the Premises to be closed, or of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Fusion Centre reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Fusion Centre shall not be liable for any resulting direct or indirect loss or damages whatsoever.

20. Acceptance

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

Singed by the Hirer:

Name _____

Organisation (if applicable) _____

Position/Title _____

Signature _____

Date _____

Signed by The Fusion Centre:

Name _____

Position _____

Signature _____

Date _____