

Terms and Conditions of ICEL Hall Hire *and* *Safety for Religious Guidance*



Terms and Conditions of ICEL Hall Hire

In return for access to the venue for the hire period, hirers are expected to comply with these Terms and Conditions. Please read these Terms and Conditions carefully to ensure that you understand them before making a booking. Failure to adhere to these Terms and Conditions may result in the immediate cancellation and closure of schedule booking(s), a prohibition on making future bookings and/or other penalties.

These Terms and Conditions apply to all bookings, until further notice. The Islamic Centre of England reserves the right to change these Terms and Conditions. Any change to the Terms and Conditions will only apply to bookings made and confirmed after the date the changes are adoption.

1. It is necessary for all participants to observe Islamic canonical standards.
2. The segregation of men and women in wedding ceremonies is obligatory in respect of our faith. These Terms and Conditions will be considered breached if this condition is not met.
3. Daily congressional prayers are performed at the Centre. This should be considered when planning the timing of your event and your event is subject to those.
4. Bookings:
 - a) the Islamic Centre of England reserves the right to refuse any booking in its discretion;
 - b) bookings can only be accepted for periods the Centre is open (enquire with Admin);
adminfinance@ic-el.com, Tele: 020760455526.
 - c) the minimum single booking time period is two hours;
 - d) bookings are confirmed only on receipt of a refundable deposit of £1000.00 as per para 5;
 - e) payments can be made through ICE's website or in person; and
 - f) the hire fee and deposit must be fully paid up at least 10 days before the date of the event.
5. Utmost precaution is requested when using the Centre's facilities. The costs to make good any damage to any of the facilities will be the responsibility of the hirer. A deposit of £1000.00 is required at least 10 days before the start date of the event; the full amount will be refunded within 5 days after the programme if no damage or no breach of these Terms and Conditions have incurred and subject to the Centre's right to set off from the deposit any amounts due and owing to the Centre. In the event of actual damage or breaching of the Terms and Conditions, unless paid for separately, any penalties and the full cost of any repairs will be deducted from the deposit before the balance is returned.
6. No political programmes are allowed. Those who hire the facilities are responsible for observing English law and Islamic values. Hirers must make sure that speech or activity is lawful, is non-discriminatory, does not promote or invoke extremism and does not cause hatred or division. The hirer accepts full responsibility for the context and format of their event. Any breach of these requirements could have serious consequences for the Centre for which damages may not be an adequate remedy.

7. A minimum of 20% of the hire fee must be paid at the time of booking. The balance of the hire fee and the full deposit shall be paid in accordance with para 4(f).
8. No ceremonies are allowed without a valid confirmation letter. Once the deposit and hire fee has been paid, a provisional confirmation letter will be sent out to the organiser of the event and will be followed by a confirmation letter once all relevant preparatory checks have been undertaken by the Centre. The confirmation letter must be presented to the receptionist on the date of the event.
9. The hours reserved for the event must be abided by exactly as arranged. Going beyond the hours agreed is considered a breach of these terms and may result in a penalty being deducted from the deposit.
10. It is prohibited to wear shoes in all the halls. All attendees must obey this rule.
11. Since this is an Islamic and cultural centre, cleanliness must be strictly observed by all participants.
12. Parking facilities are not available opposite the building.
13. Smoking and vaping is not permitted within any part of the premises, inside or outside.
14. Playing any kind of music that goes against the canonical precepts of Islam or does not suit the spiritual atmosphere of the Islamic Centre of England is forbidden within the facilities; not abiding by this principle shall result in the swift cancellation of the event and a penalty of up to £1000.00.
15. The hirer is responsible for observing these Terms and Conditions as well as all general rules and notices in the facility and all regulations pertaining to the premises stipulated by the Local Authority, the Fire Authority and any other official parties.
16. The hirer (or their nominated representative, in the case of a company/organisation) shall, during the period of hire, remain on the premises and be responsible for supervising the premises, all contents, fixtures and fittings, and the safety and behaviour of all participants. Should the hirer need to leave the premises at any time, a suitable and competent person must be nominated by it. The hirer shall liaise with the Centre in advance of the event to confirm the necessary security arrangements are in place for the event.
17. The hirer shall notify a member of Islamic Centre of England staff of any damage or injury occurring on the premises immediately following the occurrence. The Islamic Centre of England and its staff members accept no responsibility for any accident or injury that occurs during the event.
18. The hirer shall not use the premises for any unlawful purpose or do anything or bring onto the premises anything which may endanger the premises, their users or insurance policies, or use the premises for any other purpose than stated at the time of booking. The hirer will not cause a nuisance or disturbance to other users of the Centre nor its neighbours. Further, the hirer will ensure that any poster or flyer advertising the event has been approved by the Centre before publishing or publicly sharing the same.
19. It is prohibited to use, or bring onto the premises, any illegal drugs, alcohol or other legal highs.
20. No equipment belonging to the Centre may be taken outside without prior permission. The hirer is responsible for insuring their own belongings and any staff or third parties they engage in relation to the event.

21. The premises are located within a residential area so please do not disturb the neighbours. All guests/visitors must leave the premises quietly, on time and responsibly.

22. Should a hirer cancel an event for any reason the following cancellation terms apply:

- Cancellation more than 8 days in advance of the event – full refund of fees and deposit.
- Cancellation within 8 days of the event - 30% of the hire fee will be charged against the deposit.
- Cancellation within 1 day of the event and 75% of the hire fee will be charged against the deposit.
- Non-attendance on the day and without notice will be charged at 100% of the hire fee

23. The Centre properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason. In the event of cancellation by the Centre due to a fault or breach by the hirer, any deposits paid will not be refundable. In other circumstances para 24 will apply.

24. If, due to an event beyond its control or for reasons of safety, the Centre is (in its opinion) unable wholly or substantially to perform its obligations to a hirer, the Centre will promptly notify the hirer accordingly. If possible, the Centre will attempt to offer a postponement within a 12 months period at no additional cost to the hirer. If a suitable date cannot be agreed and the event needs to be cancelled, the Centre will refund full fees and deposit.

25. To the fullest extent permitted by law the Centre shall not be liable for: any loss or damage to property of the hirer or their guests. Any inconvenience or loss caused to any party as a result of cancellation or termination is as set out under paras 22 to 24. The Centre does not exclude or limit its liability for death or personal injury caused due to its negligence.

26. Once an event has been approved, the hirer must inform the Centre immediately (which may be by email) if there is any change to the event and/or to any of the information provided by the hirer to the Centre. Such a change may trigger a reassessment of the decision to approve the event.

27. The hirer shall, if selling goods on the hired premises, comply with any relevant fair trading laws and codes of practice issued in connection with such sales. Any sale of goods or services at the Centre must have the prior written consent from the Centre. Such consent may be withheld at the absolute discretion of the Centre.

28. The hirer shall familiarise themselves thoroughly with the exact locations of:

- the fire exits;
- the fire doors;
- the fire extinguishers;
- the fire evacuation point(s); and
- the manner of opening the emergency exit doors,

and shall ensure that all participants are familiar with the fire evacuation procedures. Further, the hirer will be provided with copies of the Centre's policies and procedures relevant to the event (including, but not limited to, the Centre's Safeguarding Policy and Health and Safety Policy) and shall abide by the same.

29. The hirer shall not prepare any food in any part of the hired premises without the permission of the Centre and shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and shall ensure that any third party appointed by the hirer to carry out any such work observes the same. If the hirer arranges to use any such third party, the hirer shall obtain the prior agreement of the Centre.

30. The occupation of the hired premises shall not be exclusive and the hirer shall not have any right to exclude the Centre and persons authorised by the Centre from entering and remaining in the hired premises or any part of the hired premises at any time without interruption.

31. The parties agree and declare that nothing in these terms and conditions shall confer any landlord and tenant relationship or any security of tenure of the hired premises upon the hirer.

32. A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

33. If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, invalidity or unenforceability of the remaining provisions of this agreement shall not as a result be in any way affected or impaired.

34. This agreement is governed by English law and shall be subject to the exclusive jurisdiction of the English courts.