

AGREEMENT TO HIRE

SWANSEA MOSQUE & ISLAMIC COMMUNITY CENTRE (SMICC)



SWANSEA MOSQUE | MOSG ABERTAWA

Swansea Mosque & Islamic Community Centre
159a St. Helens Road
Swansea SA1 4DG

Website: www.swanseamosque.org
Email: info@swanseamosque.org

1 Welcome

- 1.1 Swansea Mosque & Islamic Community Centre (SMICC) warmly welcomes hirers and their guests. If you have any queries about this agreement or require any assistance, please contact the Management Committee.
- 1.2 Our facilities were created to accommodate Islamic religious services, public events, conferences, seminars, etc.

2 Facilities for hire & Price

- 2.1 Please refer to the Booking Form for prices and facilities for hire.
- 2.2 For details of possible hall and room configurations, please enquire at the SMICC Reception desk
- 2.3 The SMICC concourse is not available for hire. No tables, stalls, banners, leaflets, publications, advertisements or other items can be placed or distributed there, unless it is agreed by the SMICC Management Team in writing beforehand. Hirers cannot place any restrictions on the use of the concourse as an entrance, exit or thoroughfare.

3 Booking Form

- 3.1 The booking form is available online.
- 3.2 The booking form gives background information about the facilities and details of the capacity and size of the rooms available for hire. You will also find a price list.

4 Booking procedure

- 4.1 Bookings must be made using the official booking form
- 4.2 Acceptance of the booking form does not imply acceptance of the booking until such time you have received a confirmation e-mail or letter from SMICC Management Committee to that effect
- 4.3 Bookings will not be accepted from persons less than 18 years of age.
- 4.4 The booking form must disclose full details of the proposed use, including:
 - the purpose of the booking, including subject matter covered and details of any fundraising that will take place;
 - all speakers, whether speaking live at the event or via a live link or via a pre-recording;
 - all partners in the booking;
 - all sponsors for the booking;
 - the audience for the booking, and whether attendees have to pay any fee

Bookings are granted based on the details provided by the hirer and may be refused or later cancelled by SMICC if details given are inaccurate, incomplete or misleading (see section 6).

- 4.5 SMICC may, if it deems necessary, request additional information.
- 4.6 The booking form must be accompanied by any proposed publicity materials.
- 4.7 SMICC reserves the right to refuse or cancel any booking, including those that:
- may present a threat to public disorder
 - may promote or incite hatred or violence against others
 - may risk alienating SMICC's beneficiaries or supporters
 - may bring SMICC into disrepute
 - may cause offence to other users or disrupt other activities of SMICC
 - may breach SMICC's Event and Speakers Policy

SMICC does not have to give any reason for refusing a booking or altering any rooms, where necessary

- 4.8 Priority will always be given to salah, SMICC SIA/Madrasah and other SMICC sponsored events and classes
- 4.9 **Provisional booking:** a booking will be provisionally approved only after SMICC has received and approved all the details of the booking, including proposed publicity materials and agreed to allow it to proceed. The hirer will be informed in writing. The booking will be considered provisional until confirmed by SMICC subject to the conditions laid out in 4.10.

The details submitted must include all proposed speakers, whether in person or remote live link or pre-recorded, and the topics on which they will speak. SMICC may, at its own discretion, require changes to the speakers, topics or publicity materials before granting provisional approval.

A provisional booking may be set aside if another hirer is able to make a confirmed booking.

- 4.10 A provisional booking will only be given if the publicity materials are approved. SMICC reserves the right to require that publicity materials are changed or withdrawn. Publicity materials must not be used or put in the public domain in any form until approved by SMICC. SMICC approval process may take up to two weeks, or longer if the circumstances require.
- 4.11 **Confirmed booking:** a provisional booking will only be confirmed once the initial payment (see 5.25.1, 5.2 and 5.3) has been received.
- 4.12 In the event of any variation of use by the hirer or failure to comply with the requirement of full disclosure, SMICC reserves the right to cancel the booking

5 Prices and Payments

- 5.1 SMICC will invoice for all hire charges and related costs.
- 5.2 An initial payment of 50% of the total cost must be paid before a hall booking can be confirmed. For hall bookings less than 28 days before the required date and for all room bookings, 100% of the total cost must be paid.
- 5.3 If the initial payment is made by cheque, the booking will not be confirmed until the cheque has cleared SMICC's bank account. For payments through BACS, a remittance form is required verifying payment to SMICC before the booking can be confirmed.
- 5.4 The remaining balance must be paid at least 28 days before the date that has been booked.
- 5.5 Prices include SMICC's basic tables and chairs, subject to availability. These must be requested in advance on the booking form. Extra resources are charged at the rates shown in the Booking Form

5.6 The prices for room hire, hall hire, and additional items and services for hire are detailed in the Booking Form or available from the Management Committee at the time of booking.

5.7 **Hall hire deposit:** a deposit consisting of 50% of the total hall hire costs is required for hire of the halls, which must be paid at least 14 days before the date that has been booked.

The deposit will be returned to you by BACS transfer, less any penalty charges (see 5.8), no more than 21 days after the date that has been booked. If the penalty charges exceed the amount of the deposit, you will be invoiced for the balance.

5.8 **Penalty charges:** you will be charged for:

- damage (see 8.1 and 8.2)
- additional cleaning our support staff have to undertake which should have been done by the caterer (see 7.3 and 7.4)
- finishing after the end time as agreed on the booking form (see 5.9)
- other costs incurred by SMICC as a result of any breach of contract by the hirer

Penalty charges will be deducted from the deposit. If the penalty charges exceed the amount of the deposit, you will be invoiced for the difference.

5.9 Due to the availability of our staff and/or commitments to other hirers, you may not be permitted to finish after the agreed time. Where you do finish after the agreed time, you will be charged at the full hourly rate for each hour or part thereof.

6 Cancellation

6.1 SMICC reserves the right to cancel bookings if the facilities are rendered unfit for the intended use.

6.2 SMICC reserves the right to cancel bookings that subsequently vary from what is agreed in the associated booking form or approved publicity materials.

6.3 SMICC Management Committee may halt the use of the facilities on the day if they deem that the hirer has varied from what was agreed in the associated booking form or approved publicity materials, or if they believe there has been or could be a breach of the conditions laid out in 4.7.

6.4 In the event of any cancellation or termination of the hiring no liability shall fall upon SMICC, or any officers of SMICC, in respect of any loss sustained or expenses incurred by the hirer, or any other person, as result thereof.

6.5 If the hirer cancels after the booking has been confirmed by SMICC, the hirer may be liable to SMICC for any costs, expenses and losses incurred by SMICC

6.6 Cancellations or terminations will only be accepted in writing, and deemed effective upon receipt by the Management Committee or those authorised by them.

7 Catering and cleaning

7.1 **Caterers:** If you wish to use a caterer, SMICC requires valid certificates for their:

- Health & safety
- Food & hygiene
- Public liability

These documents must be submitted before the approval of the event. SMICC may decide not to give approval for the caterer and does not have to give reasons for withholding approval.

7.2 SMICC has a kitchen serving the Multi-Purpose/Conference Hall on the first floor. This can be

used only by prior arrangement and payment of the requisite fees being made. The Hirer is responsible for ensuring the kitchen is cleaned after use within the booked time.

7.3 The hirer must ensure the caterer clears away any waste food, drink and other items. Sealed black dustbin bags must be used, and placed in SMICC bins in the designated area(s)

7.4 The hirer must ensure the caterer cleans any spillages.

7.5 Oil and other waste must not be poured down sinks or into drains.

8 Damage, Decoration and Advertising

8.1 The hirer shall not cause or permit any person connected with the hiring to drive any nails, screws or other fixings into the walls, pillars, ceilings or floors or into any furniture or fittings, or permit to be done anything likely to cause damage to the building or any such furniture or fittings.

8.2 The hirer shall repay to SMICC on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, belonging to SMICC in or upon the premises, which shall be damaged, destroyed, stolen or removed during the period of hiring.

8.3 The hirer shall not display and shall ensure that no other person displays any advertisements relating to the hiring by affixing the same to or utilising the support of a lamp-post, guard rail, electricity relay box or any other item of street furniture except with the prior written consent of the council in charge.

9 Electrical Installations

9.1 All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989 and other relevant legislations. SMICC disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.

9.2 SMICC from time-to-time tests lighting. Occasionally, light bulbs or light units may fail or develop a fault. In such circumstances, SMICC will not be held liable.

10 Amplified Sound and Music

10.1 Hirers and organisers of activities in SMICC are responsible for ensuring that their noise levels do not disturb other activities within the building.

10.2 Please note that strictly no music, live or recorded, or any musical instruments are permitted in any part of SMICC irrespective of the type of activity.

11 Dress code

11.1 The SMICC is a religious building. Hirers should ensure that all guests are dressed modestly. More detailed guidance is available from the Management Committee

11.2 Shorts are not allowed for either men or women

11.3 See through/revealing and low-cut clothing is not permitted.

11.4 Visiting the Mosque: non-Muslims guests wishing to visit the Mosque should do so only by arrangement with the Management Committee. Guests who have arranged to go inside the prayer halls must take their shoes off at the entry point. Inside the prayer halls women should wear a headscarf. Scarves are available from the Management Committee

12 Food and Drink

12.1 The consumption of alcoholic drinks is strictly forbidden. No alcoholic drinks should be brought into SMICC's premises

12.2 All food brought into SMICC or consumed therein must be Halal.

13 Health and Safety

- 13.1 Hall hirers, guests and members of the public obliged are at all times to fully comply with all applicable health and safety legislation
- 13.2 It is illegal to smoke anywhere in SMICC's premises
- 13.3 Vaping/E-cigarettes may not be used anywhere in SMICC's premises
- 13.4 SMICC reserves the right to enforce special measures at any time if required by any appropriate authority, including (but not limited to), social distancing, wearing face masks, additional cleanliness measures, lower limits on the number of users, or any other measure SMICC deems appropriate.

14 Gambling

- 14.1 No gambling is allowed in the premises of SMICC

15 Lewd or Offensive Activities/Behaviours

- 15.1 No lewd or offensive behaviour or activities are permitted in the premises of SMICC. Hirers are expected to comply with SMICC's Code of Conduct

16 Respect for SMICC staff

- 16.1 The Management Committee and those authorised by them will try their utmost to ensure your booking is successful. If you require any assistance or need information, they will endeavour to help.
- 16.2 Please ensure that you and your guests respect instructions given by the Management Committee and those authorised by them, as it is their responsibility to maintain the proper and safe running of SMICC for all users.

17 Signage

- 17.1 No signs, posters, banners or similar shall be attached to any wall or other part of SMICC without the approval of the Management Committee
- 17.2 Where permission has been granted for placing signage, it should be fixed in the manner allowed by the Management Committee and removed at the end of the booking.

18 Permission to Film and/or Broadcast

- 18.1 The hirer shall not film or broadcast at any time in any part of SMICC without the prior permission of the Management Committee

19 Insurance

- 19.1 The hirer shall ensure that any contractor (including caterers) employed in relation to the booking, shall carry suitable and sufficient insurance relevant to the activity for which they are they are employed including appropriate Employers' Liability Insurance.

20 Statutory Requirements

- 20.1 The Hirer will comply with statutory requirements including without limitation to any Health and Safety legislation current at the date of the booking especially in respect of the operation of any equipment which is brought into SMICC and the preparation and serving of any food in SMICC.
- 20.2 The hirer will also comply with all statutory legislation, including having suitable insurance, valid DBS and other safeguarding measures in place particularly where the event involves children or venerable individuals. The hirer must provide documentary evidence in support if requested by SMICC.

21 Termination

- 21.1 If for reasons beyond the control of SMICC (SMICC having used all reasonable endeavours to avoid the same) it is necessary for SMICC to close all or part of the building or cancel the booking, SMICC may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the hirer and in that event, SMICC shall unless there has been a breach of any of the conditions of this Agreement return the due proportion of the amount paid for the use of the premises but the hirer and other persons attending the booking shall have no further claim whatsoever against SMICC in respect of such termination of the Agreement. See also section 6.
- 21.2 In any event and notwithstanding anything in this Agreement, SMICC will not be liable to the hirer, its guest, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the hirer in the event of cancellation of the function or termination of this Agreement by SMICC

22 English Law

- 22.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

23 Statutory Rights

- 23.1 This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the hirer any Statutory rights under the Landlord and Tenants Acts.

24 Contracts (Rights of Third Parties) Act 1999

- 24.1 Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not party hereto.

EXECUTION

By signing the Hirer agrees to be bound by the terms of this policy, and to abide by SMICC's Event and Speakers Policy & Code of Conduct (available on request).