

THE VENUE @ THE MAZCC

TERMS & CONDITIONS FOR ROOM BOOKINGS

1. DEFINITIONS

1.1 In these Terms and Conditions, the following terms shall have the following meanings:

"the Centre" means the Marjorie & Arnold Ziff Community Centre/MAZCC

"Event" means the functions, conferences, Events, activities, programmes or similar

"LJWB" means the Leeds Jewish Welfare Board

"Centre Management" means the booking coordinator

"Licence" means the Premises Licence for the MAZCC

"Room Deposit" means the sum required to be paid by you pursuant to the provisions of clause 2.4

"Damages Deposit" means any further sum required to be paid by you pursuant to the provisions of clause 2.5

"Booking Confirmation" means the entirety of this document and any other documents provided by us with or subsequent to this document

2. BOOKINGS/RESERVATIONS

2.1 Following our initial discussions and/or meetings with you, we are sending you the Booking Confirmation that details our understanding of your requirements. Your acceptance of these, by signing and returning the Booking Confirmation, together with the agreed deposit, will then constitute the making of a legally binding contract between us. For the avoidance of doubt, these Terms & Conditions shall have effect in relation to any use of the Centre by you whether or not the signed document is returned. We will confirm any subsequent alterations or variations of your booking in writing, a copy of which you must sign and return to accept the amended booking. For extended or recurring bookings, we may also enclose a Schedule as part of your Booking Confirmation. Please understand that facilities and equipment we provide you with will be based on these documents only.

"Your booking may be subject to change due to compliance with any Government regulations that may be imposed" between the time of booking and the event itself.

2.2 If your requirements include any services for a specific number of attendees, you must advise us, in writing, of the estimated numbers of guests attending fifteen (15) working days in advance of the Event and advise us of final numbers (the 'final figure') five (5) working days before the Event..**3** If the numbers you inform us of in the final figure are 20% above or below those previously discussed we reserve the right, at our discretion, to move your Event to a more suitably sized room. We will, as far as possible, still provide you with any equipment promised, subject to it being suited to the new room. If the numbers exceed those previously notified by you in the final figure by more than 5 persons, we reserve the right to either move your Event to a more suitably sized room or to impose a maximum limit on the number of guests. This is to ensure that you are able to hold your Event safely and comfortably. In addition, the room change will be charged at costs + 50% as both an excess charge and an allowance for the extra work involved.

2.4 The Centre will be vacated not more than 30 minutes after the agreed finishing time. If your Event overruns or the Centre is not cleared of any equipment supplied by you or any contractors or third parties employed by you, within that period, we reserve the right to make a charge of one hours rental at the standard hourly rate applicable to that/those room (s) which is/are the subject of the letting at that time and date,

2.5 Room hire must be paid in full no later than two weeks before the event. Special arrangements may be made for regular business bookings. Your booking will not be confirmed until payment has been received. In addition, we reserve the right to ask for a Damages Deposit of £150 for events for above 30 people. Your booking will not be confirmed or guaranteed until payment of the Damages Deposit has been received.

2.6 We reserve the right to move you to a suitable alternative room up to 6 times per year with a minimum of 3 weeks notice. If the standard room rate is lower we will refund you the difference, or if you prefer to cancel, we will refund the full amount.

3. PAYMENTS

3.1 All invoices are due for payment not less than 14 days after the date of issue of the invoice. Please make cheques payable to Leeds Jewish Welfare Board. You can also pay by BACS or alternatively by credit card at our cash office. Please quote invoice no when payment is made.

3.2 If you have any query with the invoice, you must notify us within five (5) working days of the invoice's date and any undisputed balance must still be paid on the due date.

3.3 We have cover from the Performing Rights Society, Phonographic Performances Ltd and Public Video Screening Licence in respect of your Event. You and any other relevant third party you use must comply with all regulations and responsibilities required by them. You will be responsible for any additional payments to any other relevant third parties for any activities outside our existing licences.

3.4 If you are planning an Event involving alcohol, music, entertainment or films you must make enquiries of the Booking Coordinator whilst planning your Event to ensure that your function either does not breach any obligations covered by our Licence or to ascertain the additional cost of any changes you may need, the cost and obtaining of which are your responsibility.

4. CANCELLATION

4.1 If you cancel the booking for any reason, we reserve the right to make a cancellation charge. Cancellation charges will be applied as follows:

- i. Twenty five (25) or more working days before the Event: Retention of deposit up to a maximum of 10%
- ii. Fifteen (15) and twenty four (24) working days before the Event: 20% of the agreed hire fee and loss of any deposit paid.
- iii. Six (6) to fourteen (14) working days before the Event: 50% of the agreed hire fee and loss of any deposit paid.
- iv. Five (5) or less working days before the Event: 100% of the agreed hire fee and loss of any deposit paid.

4.2 In the Event of a cancellation we will make reasonable endeavours to re-let the facilities to another party. If successful, we may waive a proportion of the cancellation charges at our discretion.

4.3 We reserve the right to cancel an Event under any of the following circumstances:

- i. Insolvency by either you or us.
- ii. You are more than ten (10) working days in arrears with any other payment to the Centre.
- iii. If any statutory, safety or security organisation informs us that the Event may pose any additional danger or threat to those attending or the wider public.
- iv. The Event includes any activity which, had we been made aware of it prior to agreeing the booking, would have led us to decline the booking. In this Event, we will refund the deposit and would not accept any further liability. We also reserve the right to recover from you any subsequent losses arising from cancelling the Event.
- v. The Centre or any part of its grounds or premises is closed due to circumstances beyond our control. We would endeavour to give you as much notice as possible and would refund any deposit paid. We would not be able to accept any further liability.
- vi. Payment is not received by the due date.

5. HEALTH & SAFETY

When you and/or your visitors are using the Centre facilities, you and/or your guests/delegates and outside or third party contractors employed by you must comply with all regulations (statutory or otherwise) concerning health and safety. The Centre reserves the right to refuse access or use of the Centre to any external supplier, entertainment, services or activities that you may have arranged and does not accept any liability for the acts or omissions of any party employed by you in connection with the Event. You will comply with the terms of all licenses and other recommendations and decisions by any authority, and ensure that all persons employed by you also comply with the same.

The fire doors in the Eldan Suite may **not** be used for loading and unloading unless agreed in advance with the MAZCC security team.

The event host is responsible for ensuring that all their guests adhere to COVID-19 regulations

5.1 Defibrillator, this is located behind the reception desk, next to the fax machine.

6. FIRE REGULATIONS

6.1 You must ensure that you, your delegates, guests and all third parties employed by you leave all fire exits clear and unobstructed at all times. You must acquaint yourself, your delegates, guests and all 3rd parties with the fire evacuation procedure should the alarm sound. When seating is used you shall be responsible for ensuring adequate gangways are maintained in order to facilitate a speedy evacuation in the Event of an emergency. Any materials brought into the Centre must be made of non-flammable materials.

6.2 You must have written approval from us and the relevant public authority (if necessary) if you or any third parties employed by you wish to fix items to the walls, floors, or ceilings, or to use smoke machines/lasers/cracked oil or any dry ice. Fire hazards will not be permitted in the Centre. Prohibited items include fireworks and any other form of pyrotechnic.

7. SAFEGAURDING

The Hirer shall abide by LJWB's "Safeguarding Policy" at <https://ljwb.co.uk/wp-content/uploads/2018/10/LJWB-Adult-Safeguarding-Policy-2018.pdf> and will ensure that all Safeguarding Responsibilities of the hiring group/individual have been addressed and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.

8. PARTY PROPS/ACCESSORIES/NOVELTY TOY

All items brought in by you or outside or third party contractors employed by you that are to be given out to guests/delegates must have written approval by us. Please note that Glow sticks, Confetti cannons & Celebration confetti are banned from the Centre.

9. ELECTRICAL EQUIPMENT

The Eldan is equipped with full AV equipment. A projector is available in the Shul Room and a screen in the Board Room. All other electrical equipment must be provided by you and PAT tested when used within the Centre.

10. SLIPS, TRIPS & FALLS

Please ensure that you and outside or third party contractors adhere to the health and safety of everyone around you including yourself, by ensuring that there are no trailing wires and no other hazards that could cause people to slip, trip or fall. This includes all items brought in by your guests/delegates and outside or third party contractors employed by you.

11. RISK ASSESSMENTS

Risk assessments are carried out for all Events, but if it is an occasion when a third party is involved e.g. contractors, then you need to liaise with the Facilities Manager.

12. ACCIDENTS & REPORTING

If there is an accident please let security know and they will ask you to complete an accident form. Forms are located behind the reception desk attached to the wall.

13. COMPLIANCE WITH REGULATIONS

When you and/or your delegates/visitors are using the facilities of the Centre, you and/or your delegates/visitors must comply with all regulations concerning licensing and all other statutory or in-house regulations which may be in force at that time.

14. VISITORS

All our visitors are expected to be respectful to all other staff and visitors using the Centre. Repeated failure to observe this may result in the individual/s or organisation/s being barred.

15. SECURITY

- i. During the Event, you will be required to follow the instructions of the security personnel at all times. This may include requests for identity checks for you and or your delegates/visitors or guests before being allowed into the premises and/or bag checks. You will not be able to hold us liable for any loss or damage that may occur as a result of following their reasonable instructions.
- ii. An additional security guard may be required at the discretion of LJWB for large parties @ a cost to the hirer of £15 per hr.

16. ILLEGAL, HAZARDOUS OR DANGEROUS ITEMS

Neither you nor your visitors may bring any illegal, hazardous or dangerous items into the Centre, or onto any part of its grounds or premises under any circumstances. We reserve the right to take any and all necessary actions to defuse the potential danger of such items. We reserve the right to recover from you or your visitors any subsequent losses arising from our having to take this action. In addition, you will not be able to hold us liable for any loss or damage that may occur to you or your attendees' person or property as a result of our actions. We reserve the right to make reasonable searches of visitors to ensure compliance with this provision.

17. COMPUTER FACILITIES

Should any computer facilities (other than access to internet by WIFI) be made available as part of the booking, you agree that no software will be uploaded or downloaded onto the computers by any means; no hardware will be connected by any means; and that you and your visitors will comply with any and all regulations pertaining to the use of computers including (but not exclusively) data protection, illegal images and hacking. We reserve the right to recover from you or your visitors any subsequent losses arising from breach of this condition.

18. CONDUCT OF VISITORS

You are required to make such arrangements to ensure that you and your visitors do not act in an improper or disorderly way; that you and they arrive and leave promptly at the appropriate agreed times, and with consideration for our neighbours; and that you and they comply with reasonable requests from our staff.

19. CONDUCT OF HIRERS

The MAZCC is a Jewish organisation and hirers are expected to refrain from using language or material which could be culturally offensive in any way and to respect the MAZCC as a safe place for all visitors.

20. KOSHER FOOD

The Centre operates a policy whereby only Kosher food supplied on the premises by the Centre may be consumed on the premises. Accordingly, we are the sole suppliers of food and drink of any nature, and you or your guests/visitors/delegates/contractors or third parties employed by you may not bring food or drink onto the premises. Please inform them of this condition. We will endeavour to cater for special needs which you inform us of within the booking confirmation, e.g. if a member of your party is diabetic, gluten free etc.

21. DRUGS

Anyone who is, or appears to be, under the influence of drugs will also be asked to leave the premises and they will be reported to the police.

22. STAFF WELLBEING

The wellbeing of our staff is of paramount importance to us. We will press charges against anyone who abuses our staff in any way.

23. LOSS OR DAMAGE

If any loss or damage is caused to the Centre, any part of its grounds, premises or equipment or to any members of our staff as a result of your booking, you will be held liable for the costs of reinstatement, repair and reparation.

24. OTHER CHARGES

We reserve the right to make an appropriate charge for any service you request during the Event.

25. PUBLICITY MATERIAL

We must have sight of any publicity material for the Event, in whatever form, before its publication, and reserve the right to insist it is not used if deemed inappropriate by the Chief Executive of LJWB.

26. APPROPRIATE INSURANCE

You must provide proof or evidence that you or any contractors or third parties employed by you have appropriate insurance in place to cover the cost of cancellation, public liability for a sum of not less than £2 million and any other liabilities arising from organising the Event.

27. CONTRACT LAW

This contract is subject to the law of England & Wales. You agree that any disputes resulting in court action will be resolved within the courts of England & Wales

28. WORKING DAY DEFINITIONS

Within this contract, a working day is defined as a day that is not a Saturday, public bank holiday in England and is not a Jewish holy day. Jewish holy days are defined by the Leeds Beth Din and copies of these dates are available upon request.

29. SABBATH AND HOLY DAYS

If any booking is made for a Friday or the eve of any Jewish holy day (of which you will be advised) no overrun can be allowed so as to enable use of the premises after 14.00 pm.

30. SOLE ACCESS

When booking your Event please remember that we are a Community Centre and, as such, there is the probability that there will be other Events or functions happening at the same time. We also have a responsibility to always provide services to our client groups from Sunday to Friday afternoon. We cannot give you sole access to the building save for Friday evenings and Saturdays. Any such sole access must be booked and agreed in advance of the Event

31. RESPONSIBILITY

The Centre will not under any circumstances accept responsibility or pay for any goods, which are brought into the Centre which are damaged, stolen or lost. You must indemnify us against any such expense

32. PARKING

If there is not sufficient parking within the Community Centre car park there are further car parks with limited spaces, situated around the side and to the rear of the building, indicated by signage. Parking availability cannot be guaranteed.

33. CONDITIONS SPECIFIC TO CHILDREN & YOUNG PEOPLE

- i. The Centre will not be responsible for any incident, accident or loss that occurs as a result of a lack of responsibilities by parent or carer. The cost of repairing any damage to the premises or equipment by a child is to be met by the parent or carer responsible.
- ii. Parents/carers are responsible for their children at all times whilst they are using the premises.
- iii. Children under 13 must be accompanied by an adult (over 18) whilst in the Centre. No child under the age of 16 can leave the Centre during or after an Event unless accompanied by a parent or carer
- iv. We would advise people making bookings that involve adults entertaining or interacting with Children or Young People, that they ensure the adult has a current and valid Disclosure and Barring Service check (the Centre can arrange this for a fee) and appropriate insurance. These arrangements are the sole responsibility of the person or people making the booking. Please see our children's Safeguarding Policy at <https://ljwb.co.uk/wp-content/uploads/2018/02/LJWB-Safeguarding-Children-Policy-and-Procedure.pdf>

34. CLASSES

If running a class, a copy of your liability insurance must be provided to us.

THE VENUE @ THE MAZCC

TERMS & CONDITIONS FOR ROOM BOOKINGS

I confirm and accept the terms and conditions contained in the letter and attached.

NAME: (Print)

ADDRESS:

.....

CONTACT NUMBER:

EVENT DATE:

Signed.....

Date.....