

TERMS AND CONDITIONS OF USE/HIRE FOR QMT CENTRE

1. Applications and Payment

- a. All applications for use/hire should be made to the Trustees by the user/hirer (hereinafter called "you"). The Trust reserves the right to refuse any application without stating the reason for doing so and reserves the right to impose such special conditions as it in its sole discretions deems appropriate. Every application must state the nature and purpose of the letting for which the Centre is required. The Trust will have the power at any time and without previous notice to cancel/amend terms/timings or use/letting. The right to use the Centre is not transferable.
- b. You must enclose the full charges due plus the damage deposit with the application form (if applicable) – failure to do so shall mean that the application will not be processed.

2. Charges

- a. Charges for the use of the Centre shall be as determined by the Trustees from time to time.
- b. An additional fee of £100 per hour is payable by you for each hour or part of an hour that the Centre is retained by you from the expiry of the contractual period until you and all your invitees have vacated the Centre.
- c. A holding and damage deposit is payable with the booking fee. The deposit shall be returned within 10 business days of the event less any deductions for (without limitation) any damages, cleaning, labour, or other expenses incurred by the Trust as a result of letting you use/hiring the Centre to you.

3. Cancellation-

- a. by you - you will reimburse the Trust for any losses incurred, including loss of letting income and at the discretion of the Trust may forfeit the said deposit;
- b. by the Trust- The Trust reserves the right to cancel your booking, close or prohibit the use of the said Centre at their discretion without any notice or assigning any reason. Any amounts paid by you in respect of a booking cancelled in respect of or in accordance with this condition will be refunded but the Trust will not be liable for any other expenditure incurred, or loss sustained, directly or indirectly by you, arising from the cancellation.

4. Users Regulations

- a. Where any application is accepted by the Trust, you agree it is subject to (without limitation):
 - i. the terms and conditions stated herein;
 - ii. the condition that if the Centre is used/hired during any period in which congregational prayers are scheduled to be held then the public shall have access to the Centre and you shall ensure that prayers can be held as scheduled;
 - iii. such conditions as the Trustees may specify from time to time to you (either verbally or in writing);
 - iv. you or any invitee of yours NOT doing anything (whether by act or omission) or allowing access to anyone which/who may bring the Trust and/or the Centre into disrepute (in the sole opinion of the Trustees) and/or contravene any law, statute, regulation, bye law or what is acceptable in Islam;
 - v. the Trusts right at its absolute discretion to refuse admission to any invitee or to evict any person from the Centre; and
 - vi. The Trusts right of entry by any of its employees and Trustees at all times.
- b. You are responsible for the control of all persons who are admitted to the Centre and that they conform in all respects to the regulations governing the use of the Centre.
- c. You shall at all times be responsible for the maintenance of good order and to ensure that maximum numbers are not exceeded at any time. The entrance passage shall be used only for the purpose of entering and leaving the Centre and shall be kept clear at all times.
- d. You shall ensure that all his invitees are aware of where the fire exits are and that all fire exists are kept clear at all times and that noise is maintained at a reasonable level so as not to cause disturbance and/or nuisance to residents in the vicinity, particularly during hot weather when windows and doors may be open.
- e. You will be responsible for ensuring that end of the hire period the Centre is properly vacuum cleaned, toilets/kitchen and any other areas used is/are cleaned, any rubbish is removed from the Centre, spillages cleaned up to the satisfaction of the Trust and to do whatever else is necessary to ensure that the Centre is clean and tidy and ready for immediate use. No rubbish bags or other property belonging to you or any invitee shall be left on the Centre. In the event of you not complying with this term or the cleaning etc is not to the satisfaction of the Trust (in its sole opinion) then the costs of cleaning , rubbish removed etc will be payable by you at such the rate of £50 per hour.
- f. You shall not carry out any alterations to the building, nor fix or cause to be fixed any apparatus, equipment, notice or decoration without the previous written permission of the Trust.
- g. The maximum number of people admitted to any function shall not exceed 120.
- h. Hirers should not bring on to the Centre any hazardous materials.
- i. You will ensure that any item of furniture used is returned to its original position.
- j. No use/letting shall continue beyond the time agreed without written permission of the Trust.
- k. No equipment or furniture other than that already provided in the Centre may be used or left on the Centre without the prior authority of the Trust.
- l. The caretaker or such other person(s) as the Trustees deem necessary shall attend the Centre at all times to ensure compliance but shall not assist in any arrangements, setting out tables/chairs or any other activity, which shall be the sole responsibility of you.

5. Indemnity

- a. The use of the Centre is at your risk and you shall indemnify the Trust against any liability incurred towards any third party or parties arising out of or incidental to the hire of Centre or equipment and due to the negligence or default of you or persons of parties under your control. You shall, if required by the Trust, adequately insure with an insurance company approved by the Trust, against such matters as may be requested by the Trustees and produce evidence thereof on demand.
- b. The Trust, its employees or trustees, shall not be responsible for any loss or damage, whether direct, indirect or consequential to any property suffered or sustained at the Centre unless such loss or damage occurs as a result of the defective state of repair of the Centre or the equipment at the Centre.
- c. You agree to indemnify and on demand pay the Trust the cost of repairing or making good any loss or damage arising out of or incidental to the hiring.

6. Miscellaneous

- a. These conditions and charges are subject to change from time to time.
- b. You shall ensure that persons using the Centre park only in the car parks adjacent to the Centre or elsewhere near to the Centre as long as this does not cause obstruction to business or resident driveways, roads and access ways or the use of private parking spaces allocated to residents, businesses or organisations in the surrounding area.
- c. The Trust does not and cannot accept liability for any claims, damages, costs and demands in respect of death or personal injury arising from the use of the Centre by you pursuant to this agreement except insofar as such death or personal injury arises from negligence on the part of the Trust, its servants, agents or representatives.
- d. The Trust does not accept liability for loss or damage to property brought onto the Centre by or on behalf of you, however caused.
- e. Should any damage occur during the period of hire then the user will be responsible if caused by their negligence. Any damage must be reported immediately to the appropriate member of staff.
- f. You shall and shall ensure that all parties attending an event comply with the requirements of all statutory authorities including Fire and Health and Safety. You will indemnify the Centre against any loss or damage arising from any failure to comply.
- g. Organisations using the Centre must have Public Liability Insurance, and a copy of the insurance will be provided to the Trust.