THE STANDARD CONDITIONS

Personal Attendance

1.1 The Hirer shall be present (and where an organisation the authorised representative of such) during the Event and to perform the provisions contained in the Standard Conditions of Hire together with the Special Conditions (if any) and accepts responsibility for being in charge of and on the Premises at all times and for ensuring that all conditions hereof are met

1.2 The Hirer will be responsible for supervision of the Premises and the contents their care safety from damage and the behaviour of all persons using the Premises whatever their capacity including proper supervision of car parking arrangements so as to avoid obstruction of the highway

Use of Premises

2.1 In no circumstances will the playing of music be permitted at any function, meeting or other gathering taking place on the Sabbath Jewish festivals or major Jewish fast days

2.2 The Premises shall only be used for such purposes as the Synagogue shall approve and the Synagogue reserves the right to cancel anyevent without notice if in their opinion it is undesirable. In such circumstances any deposit paid or balance of the Hiring Fee will be returned to the Hirer but the Hirer shall not be entitled to any compensation for any loss consequential loss damage or inconvenience they may suffer as a result of this cancellation

2.3 The Hirer shall not use the Premises for any purpose other than for the Event and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof

2.4 The Synagogue may refuse to be brought into the Premises any article or appliance which they may consider dangerous or offensive

2.5 Highly flammable substances shall not be brought into or used in any portion of the Premises

2.6 No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the written consent of the Synagogue

2.7 In accordance with the current legislation smoking is not to be permitted in the Premises

Programme and Publicity

3.1 The Hirer must apply to the Synagogue for approval (if so required) a copy of the programme of any entertainment to be given at the Event or any other publicity material which is or has been circulated in the public domain not less than seven days before the Event. If these are not approved by the Synagogue the Synagogue reserves the right to cancel the Event without incurring any liability

3.2 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises

Vacating Premises

4.1 The Event must cease by the time specified in the Particulars and where appropriate, in accordance with the terms of the local authority Licence.

4.2 Caterers contractors and others employed to supply refreshments decorations etc. will be required to remove and clear away all their articles and property, including all refuse by the end of the Clearing up Times. After clearing up times if breeched the synagogue reserves the right to remove the refuse and the Hirer will be responsible for the cost.

4.3 Any unclaimed items of property which remain on the Premises for more than thirty days can be disposed by the Synagogue (including by sale) as agent of the Hirer (and the Hirer shall indemnify the Synagogue against any liability incurred by it to any third party whose property may have been sold) of in a manner which the Synagogue shall seefit without any recourse to the Synagogue and shall be entitled to reimbursement of all costs and expenses incurred in connection with any disposal and shall be entitled to retain the proceeds of sale where no notice of claim in respect of such shall have been received within sixty days of the Event

4.4 The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced

4.5 The Hirer shall ensure that the minimum of noise is made on arrival and departure and shall inform their guests to be considerate to the synagogues neighbours and at no time to block access to or from their premises

4.6 The Synagogue will not be responsible for cloakroom facilities/duties. The Synagogue will not be held responsible for any loss or damage to any items left on the premises or held by any representatives of the Synagogue. We hold the right to confiscate any electrical or battery operated equipment including mobile telephones and cameras brought on to the Synagogue premises.

Entry

5.1 The Hirer is responsible for ensuring that the public (as distinct from personal friends, where the Hirer is an organisation, members of that organisation and their personal friends) are not admitted to the Premises, and this shall be made clear in all announcements regarding the Event.

5.2 No person shall be allowed to enter any part of the Building other than the Premises and those parts which provide access thereto and have been designated as such by the Synagogue to the Hirer

Intoxicating liquors

6. The Hirer shall not nor shall anyone on his behalf or by his permission nor shall any person whatsoever sell excisable liquors from the Premises . Intoxicating liquors may be consumed only at weddings, Bar/Batmitzvahs, engagement parties and the like, and in no other circumstances and in any event in the foregoing permitted circumstances the Hirer shall be responsible for obtaining such licenses and giving relevant notices as may be needed for the supply of intoxicating liquors and comply with the same and shall produce a copy of such to the Synagogue no later than one week before the Event

Gaming Betting and Lotteries

7. The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming betting and lotteries and in any event the Hirer will be responsible for ensuring that no gambling or games of chance of any description are played. Only games for which a prize, other than in money is given shall be permitted subject to the foregoing

Copyright and Performances

8.1 The Hirer must comply with all conditions and stipulations of any licence that may be granted under the provisions of the Licencing Act 2003 public entertainments licence/stage play licence or any licence for any form of regulated entertainment for the Premises (so far as the same may be relevant to the Event) (if any) and (a copy of any such may be inspected on application to the Synagogue) and in the absence of such then where such shall be required for the Event the Hirer will be responsible for obtaining all requisite licenses and complying with the same and shall produce a copy of such to the Synagogue not later than one week before the Event

8.2 In the use of the Premises the Hirer is not to infringe any copyright or allow any copyright to be infringed

8.3 The Hirer is not to grant broadcasting or filming rights without the consent of the Synagogue provided cameras may be brought to and used inside the Premises for private (but not commercial) purposes provided no nuisance or annoyance is occasioned

8.4 Where the Synagogue is licensed to cover the performance of musical and dramatic works the Hirer shall comply with the conditions of the license (a copy of which may be inspected on application to the Synagogue) and in particular shall permit the licensor by to have the free right of entry in and upon the Premises during all times of public performance

8.5 Where a Hirer proposes to use any copyright work then the Hirer shall first obtain the consent of the owner of the copyright respecting its performance and provide evidence of such consent to the Synagogue not less than seven days before the Event (including the production of any licence permitting such performance) and pay all composers authors publishers and other fees or royalties which may be payable in respect of the same provided that in the event that the licence is not be produced as required by this clause the Synagogue reserve the right to cancel the event without notice

8.6 No film or video may be exhibited which is, in the opinion of the Synagogue, likely to be injurious to morality, or to encourage, incite to crime or lead to disorder, or to be in any way offensive to the public feeling, or which contains any offensive representation of persons or which is likely to bring the Synagogue into disrepute. The Hirer shall inform the Synagogue no later than seven days prior to the Event of the name and short description of any film to be exhibited and in the event of an objection being conveyed to the Hirer such film shall not be exhibited

Dances

9. The Hirer must take steps to ensure that the following regulations are observed when the Premises or any part thereof are available to be used for a dance:

(a) No person shall be allowed on the dance floor unless wearing appropriate shoes

(b) Persons must not loiter on the entrance steps to the building or outside the hired area

(c) Persons must not in any circumstances dance in the corridors

(d) Responsible persons must be appointed to act as stewards during dances to see that the foregoing regulations are strictly observed

Public Safety Compliance and Fire Precautions

10.1 The Hirer is responsible for ensuring that the maximum number of people for the Premises is not exceeded. Numbers exceeding the predetermined limits may result in either the people over the amount not being allowed into the Premises or the Event being terminated. If this occurs the Synagogue and the United Synagogue will not be liable for any loss, consequential loss or inconvenience howsoever caused

10.2 The Hirer shall prior to the Event locate the fire equipment in the Premises and shall take all steps to ensure that the Hirer can operate the same in the case of emergency shall locate the escape routes in the Premises and shall check that all fire exits are unlocked and panic bolts in good working order that all escape routes are and for the duration of the Event are kept free of obstruction and can be safely used and that any fire doors are not wedged open

10.3 There shall, in addition to the Hirer be the minimum number as may be specified from time to time by the Synagogue and otherwise not being less than the number required by law competent attendants on duty on the Premises to assist people entering and leaving, none of who shall be less than 18 years of age. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure

10.4 All means of exit from the Premises must be kept free from obstruction and immediately available for instant free public exit all means of working of fire fighting and extinguishing apparatus and appliances must be kept free from obstruction

10.5 The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Synagogue

10.6 The Hirer shall at all times comply with and observe the requirements of the Synagogue and security staff in respect of all security aspects affecting the premises and instructions given by them. The Hirer shall pay for the cost of provision incurred by the Synagogue for security and this amount shall be paid on the day of the event.

Stautory requirements and regulations

11.1 The Hirer shall comply with all provisions conditions and regulations made in respect of the Premises and of any function by any local statutory or other competent authority and (notwithstanding the foregoing and without limiting the effect of such) including the requirements of the Disability Discrimination Act 1995 superceeded by the Equalities Act 2010.

11.2 The Hirer shall observe and comply with the provisions and requirements of every enactment so far as they relate to or affect the Premises

11.3 Notwithstanding any of the foregoing and for the avoidance of doubt the Hirer shall comply with the the terms of any licence or permission held in respect of the Premises and in the absence of such obtain all requisite licences and give all requisite notices in respect of any activities to be carried out in or as part of the event including (but without limitation) any such in respect of the sale of intoxicating liquors or any form of enterainment and further shall comply with all such and produce copies of the same to the Synagogue no later than one week before the Event and also in compliance with any and every enactment.

Catering Health and Hygiene

12.1 Only caterers on the approved list of the London Beth Din Kashrut Division may be engaged to cater refreshments to be served at any function held on the Premises

12.2 Under no circumstances will any food (and for the avoidance of doubt no Kosher “home made” food) of any description be allowed onto the Premises other than permitted under Standard Condition 12.1 above

12.3 The Hirer shall if preparing serving or selling food observe all relevant food health and hygiene legislation and regulations

12.4 At all times the event is to be subject and bound by the Halachic Authority of the Chief Rabbi

Electrical Appliance Safety

13.1 No lighting heating power or other electrical fittings or appliances in the Premises are to be altered moved or in any interfered with

13.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used without prior consent of the Synagogue

13.3 Any stage lighting equipment must not be operated by any persons other than properly qualified electricians and all such equipment shall be previously approved by the Synagogue

13.4 The Hirer shall ensure that any electrical appliances brought by him or his agents to the Premises and used there shall be safe and in good working order, used in a safe manner by competent persons and subject to PAT tests

13.5 Only the servants of the Synagogue shall operate electric switchgear or other apparatus or persons duly authorised by them

Alterations

14.1 No bolts nails tacks screws or other objects shall be driven into any part of the Premises.

14.2 No wax or powder or liquids are to be placed on the floor.

14.3 Any piano or other sensitive apparatus must not be moved by the Hirer but only by the servants of the Synagogue

Accidents and Dangerous Occurrences

15.1 The Hirer must report all accidents whether they involve injury or not to the public to the Synagogue within 24 hours in writing. Any failure of equipment either that belonging to the hall or brought in by the Hirer must also be reported in writing and as soon as possible.

15.2 First aid cover and security is the responsibility of the Hirer and Hirer shall provide adequate security measures for the Premises and any fuction held.

Animals

16. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises, and no animals whatsoever are to enter any kitchen at any time

Cancellation

17. If the Hirer wishes to cancel the booking before the date of the Event then this is subject to the Cancellation Policy of the Synagogue details of which appear in the Schedule to these Conditions

Unfit for Use

1. The Synagogue makes no warranty that the Premises is legally or physically fit for any purpose nor undertakes that the Premises are or will become or remain fit for the purpose to which the Hirer puts or intends to put them or that the Premises are or will remain in good repair and undertakes no liability for the state and condition of the Premises at the start of or during the Event nor that the same comply with any requirements of the Disability Discrimination Act 1995 as superceeded by the Equalities Act 2010.

Damage

19. The Hirer shall pay for and indemnify the Synagogue for the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises or any goods chattels apparatus or appliances of the Synagogue or of any person or persons which may occur during the Event as a result of the hiring of the Premises

Security Deposit

20. The Security Deposit is security towards the performance of the Hirer’s obligations and liabilities hereunder including without prejudice to the generality of the foregoing as a fund for payment of any outstanding account or the cost of breakages or cleaning and the Hirer agrees that the said sum may be applied in the payment of any sums payable by the Hirer hereunder

Complaints

21. Any complaint regarding any of the arrangements connected with a hiring must be made in writing to the Administrator within 24 hours (not including Sabbaths or Festivals) of the cause of such complaint arising

Cancellation of Hire in breach of the terms of the Agreement

22. If the Hirer shall breach any of the provisions of this Agreement the Synagogue may (but without prejudice to any of its rights in respect of any such breach) cancel the hire of the Premises by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise

Exclusion and Limitation of Liability

23.1 The Synagogue will not be liable for any loss due to any breakdown of machinery failure or supply of electricity leakage of water government restriction inevitable accident which may cause the Premises to be temporarily closed or the hire to be interrupted or cancelled

23.2 In the event of the Premises or any part or any access thereto being rendered unfit for use by any cause including without limitation breakdown of machinery failure or supply of electricity leakage of water strikes lock out government or local authority restriction inevitable accident which may cause the Premises to be temporarily closed or the hire to be interrupted or cancelled then the Synagogue shall not be liable to the Hirer for any resulting loss or damage whatsoever and shall return the Hiring Fee and any Security Deposit

23.2 The Synagogue will not be liable for the death of or injury to any person attending the Building or any damage or loss suffered by the same nor damage or loss to their property or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by this Agreement caused by any reason including (but without prejudice to the foregoing) any act or default of any employee or servant of the Synagogue the state and condition of the Building (including any defect therein)

23.3 The Synagogue will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind bought into or left at the Premises either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Synagogue

23.4 The Hirer will indemnify and keep indemnified the Synagogue against all such liabilities losses claims demands actions proceedings damages costs and expenses as mentioned in this Condition 23

Indemnity

1. The Hirer will indemnify and keep indemnified the Synagogue from and against all penalties losses costs claims demands and expenses arising howsoever from any breach or non-performance or non-observance of the obligations and agreements on the part of the Hirer contained in this Agreement

Insurances

* 1. The Hirer to keep on foot all proper and usual insurances effected with a reputable insurance company or with underwriters at Lloyds for all liability of the Synagogue the United Synagogue and their officers servants and employees and the Hirer for loss or damage to the Hirer’s goods and those of its servants invitees or licensees or other visitors to the Building and for injury loss or damage of the Hirer its servants invitees or licensees or other visitors attending the Building.
  2. Where the Hirer being a private individual has a household insurance policy they shall ensure the policy covers them against the aforsaid risks however should the policy not provide such cover then the Hirer is strongly recommended to effect a separate policy of insurance specifically for this purpose.
  3. Where the hall is hired for or on behalf of a group or ogranisation then they must effect a policy against the aforsaid risks in such sum as shall provide full cover for any such liability and produce to the Synagogue not less than seven days prior to the Event the policy of insurance and a receipt for the current amount of premium payable in respect thereof.

The Schedule

Cancellation Policy:

1. The Deposit shall not be refunded

2. The balance or the proportion specified below of the Hiring Fee (after the Deposit) shall be refunded or where payment had not then be made (as the case may be) shall not be payable in the following circumstances where written notice of cancellation is given by the Hirer to the Synagogue:

(a) Where written notice of cancellation is given not less than six months prior to the Event the balance of the Hiring Fee shall be refunded or shall not be payable (as the case may be)

(b) Where written notice of cancellation is given not less than three months prior to the Event the one half of the balance of the Hiring Fee shall be refunded or shall not be payable (as the case may be) and upon such notice of cancellation the balance of the Hiring Fee shall be paid by the Hirer