

Terms and Conditions for room hire and additional services Definitions: 'Al-Mahdi Institute' means Al-Mahdi Institute whose registered office is 60 Weoley Park Road, Selly Oak Birmingham, B29 6RB. 'The Venue' shall be Al-Mahdi Institute offices 60 Weoley Park Road, Selly Oak Birmingham, B29 6RB 'The Customer' means the Company, Institution, Organisation or Individual on whose behalf this legally binding Contract is made. 'Charges' means the amounts payable by the Customer for the hire of a room or rooms, consumables and Audio Visual/Media services as set out in the Agreement between the Customer and Al-Mahdi Institute 'The Event' means the function, conference or special occasion, the date of which has been agreed by the parties and at which Al-Mahdi Institute is engaged to provide the Services 'The Caterer' is any caterer who is contracted by Al-Mahdi Institute to provide catering services at the Venue. 'Consumables' means the food and drink, supplied at the Event. 'Hire Period' means the period of time to hire room or rooms as agreed between Al-Mahdi Institute and the Customer. 'Package' means the combined services supplied by Al-Mahdi Institute to the Customer.

1) ROOM HIRE

- a) Any rooms or areas of Al-Mahdi Institute made available to the Customer are by agreement with Al-Mahdi Institute and are subject to payment by the Customer of the separate Room Hire Charge or Package
- b) Applications for venue hire will be accepted only if the nature of the function is considered appropriate by Al-Mahdi Institute and in sympathy with the ethos of Al-Mahdi Institute and that the function is to promote religion, education or scholarship. Al-Mahdi Institute reserves the right to refuse a booking.
- c) The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance or be an infringement of any justices licence held by Al-Mahdi Institute. In particular (but without limitation) the Customer shall ensure that there is no betting or gaming.
- d) Al-Mahdi Institute reserves the right to exclude or eject any persons from the Event, whom it reasonably considers to be objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event). The Customer will be liable for any liability arising thereby and shall indemnify Al-Mahdi Institute accordingly save where the Customer establishes negligence or bad faith by Al-Mahdi Institute.
- e) At the end of the Hire Period the Customer shall remove from the venue anything which the Customer has brought into the venue for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged and free from rubbish.
- f) If, in the opinion of Al-Mahdi Institute, the Customer has failed to comply with clause 1 e above, the Company may, in place of the Customer but at the Customer's expense, do all that is necessary to comply with that clause.
- g) Items can be sent in Monday – Friday between 9-5, 24 hours prior to the event by the provided delivery template. All left over items need to be packed up and labelled with the collection template and to be collected within 48 hours after the event. A collection template will be provided. Al-Mahdi Institute reserves the right to charge £50 (+VAT) per day for storage for items left over 48 hours within the building. Al-Mahdi Institute reserves the right to dispose accordingly of any items left over after 48 hours and charge £300 (+VAT) for the disposal.

h) Al-Mahdi Institute reserves the right to turn down or cancel the entertainment, if, in the opinion of Al-Mahdi Institute, the Event is too loud and/or causing disturbance to other users of the Venue.

i) Al-Mahdi Institute reserves the right to withdraw the use of Al-Mahdi Institute event spaces if, in the opinion of Al-Mahdi Institute, the Customer has misrepresented the purpose of the booking. The Customer may not sub-let or further offer for hire any accommodation.

2) ATTENDEES

a) At the time of booking the Customer shall provide details of the guaranteed minimum number of persons attending the Event on the front page of these Terms and Conditions.

b) The Customer shall confirm the expected numbers attending not less than 7 working days (Monday-Friday, excluding bank holidays) prior to the Event and final catering numbers no less than 5 working days prior to the Event. Charges for the Services will be based on that number or the number actually attending, if greater. If Al-Mahdi Institute provides the Services for any number less than the guaranteed minimum number Al-Mahdi Institute's charge to the Customer based on the guaranteed minimum number previously advised will nevertheless apply in full.

c) The Customer agrees to commence the Event promptly at the time agreed with Al-Mahdi Institute and to procure that those persons present at the Event vacate the room designated for it at the time stated on the booking form.

d) Al-Mahdi Institute reserves the right to charge additional fees where evening events overrun. If an event overruns past 23.00 hours, Al-Mahdi Institute will charge an additional £1000 per hour or part thereof plus taxi fares for staff.

e) The Customer shall ensure that those attending the Event are ready to be served their food at the time agreed and that meals are completed within any pre-agreed time period.

f) The Customer agrees to reimburse all expenses incurred by Al-Mahdi Institute resulting from the Customer's breach of its obligations hereunder including (without limitation) any additional payments to staff.

3) CHARGES

a) All charges for the Services will be the charges quoted by Al-Mahdi Institute at the time of booking (subject to any adjustment in accordance with these Terms and Conditions) or where no charge is quoted, the charge listed in Al-Mahdi Institute's published price list at the date of acceptance of the Customer's booking.

b) All charges are subject to Value Added Tax at the current rate.

c) All payments are required in pounds Sterling.

d) Al-Mahdi Institute reserves the right to require a deposit payable at the time of booking such deposit being equal to 50% of the estimated total of the catering cost and the room hire charge payable to Al-Mahdi Institute (the "deposit"). The deposit and room hire charge are non-refundable and the balance amount will be payable as specified on the first page of this contract. A booking will not be considered confirmed until we have received a signed contract and the designated deposit

and room hire charge have been paid in full. Time for payment of the amounts due is of the essence and Al-Mahdi Institute reserves the right to cancel the provision of Services to any Event for which the amounts due hereunder have not been paid by the due dates.

e) Al-Mahdi Institute reserves the right to make additional charges for Events commencing before or running on beyond the times stated on the first page of this contract (please see clause [2(c)] above)

f) Customers shall pay the balance of any charges over and above the amounts due pursuant to clause 3(a) above within 30 days of the invoice date. Al-Mahdi Institute reserves the right to charge interest on overdue accounts above 30 days at a rate of 4% per annum above the base rate of Bank of England for the time being.

g) All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Event invoice.

h) If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to Al-Mahdi Institute, Al-Mahdi Institute shall without liability to the Customer, be entitled to cancel the provision of the Services and any orders for future Services from the Customer and charge the Customer for any charges outstanding and the cost of recovery thereof.

i) Payment by credit card will incur a charge of 3% of the total gross amount

4) CONSUMABLES

a) Al-Mahdi Institute currently provides catering services through its catering contractors. The Caterer has the sole right to the provision of the Services at Al-Mahdi Institute and no Consumables may be brought into the venue by the Customer or its guests without the prior written consent of Al-Mahdi Institute. Where, with Al-Mahdi Institute's consent.

b) All pre ordered beverages are non-refundable. Additional beverages are sold on a sale or return basis and Al-Mahdi Institute reserves the right to charge for all opened bottles, notwithstanding the fact that they have not been consumed.

c) When Consumables are charged on a consumption basis, the Customer shall check the opening and closing of stocks of Consumables in the presence of Al-Mahdi Institute's representative(s). In the event of a Customer refusing or delaying to do so, the figures recorded by Al-Mahdi Institute shall be conclusive.

d) It is the Customer's responsibility to notify Al-Mahdi Institute of its authorised representative(s) for the Event and to ensure that all orders of Consumables are signed for by the authorised representative of the Customer. Where the Customer fails to notify Al-Mahdi Institute of its authorised representative(s) or orders are placed by persons other than a Customer's authorised representative, the figures recorded by Al-Mahdi Institute shall be conclusive and the Customer shall be bound to pay the charges for the Services. Al-Mahdi Institute will not accept any adjustments to the price unless this procedure is followed.

e) All Consumables offered are subject to availability. Where Consumables are not available, reasonable endeavours will be made to offer the closest available substitute.

5) AUDIO VISUAL/ MEDIA SERVICES

- a) Al-Mahdi Institute reserves the right to surcharge for amendments to requirements made within three working days of the commencement of the hire period.
- b) The Audio Visual technician rates will be quoted £50.00.
- c) Any equipment hired to the Customer will be operated during the Event by staff employed by Al-Mahdi Institute, except as provided in paragraph 5(d).
- d) With the written approval of Al-Mahdi Institute, equipment hired for use in the venue may be operated during the Event by the Customer or his/her authorised agent.
- e) The Customer agrees to make good any damage or loss to equipment which is operated in accordance with paragraph (5d) by the Customer or his/her authorised agent.
- f) Al-Mahdi Institute agrees to use reasonable endeavours to find a suitable replacement for any equipment hired to the Customer which is found to be defective.
- g) Customers are not permitted to bring any electrical equipment into the building unless it bears a valid Portable Appliance Test Certificate.
- h) Al-Mahdi Institute reserves the right to substitute alternative equipment and/or services where original equipment and/or services are unobtainable or are not able to be used.
- i) Additional equipment and/or services requested immediately prior to, or during an Event must be signed for by the Customer or authorised signatory on an additional request form, on which the estimated additional prices will be clearly shown.
- j) Al-Mahdi Institute will not accept responsibility for disruption and inconvenience to, or the ruination of an Event and/or presentation where sub-standard materials and/or poor quality video playback material, have been presented to a technician for projection.
- k) The Customer agrees that Al-Mahdi Institute will not be responsible for failure to notify speakers or presenters of the minimum acceptable standards, or failure to gain their precise requirements, or for the unforeseen requirements of late arriving speakers and/or slide/video users.
- l) Production companies working with Al-Mahdi Institute staff and equipment as third party suppliers will be required to sign a document stating clear line of authority throughout the hire period and must deal entirely with Al-Mahdi Institute Audio Visual Manager and/or designated authority. The Customer agrees that any person employed or authorised by him/her to deal with any equipment or service in relation to the Event shall comply with any direction or instruction given to him/her in relation to the use of any equipment by the staff employed by the Venue.
- m) The Customer agrees to make good any damage or loss to equipment which is operated in accordance with paragraph (5l) by the Customer's production company.
- n) Al-Mahdi Institute agrees to use reasonable endeavours to provide the equipment and perform the services specified in relation to the Event. Al-Mahdi Institute does not however accept any liability for any failure to provide equipment or perform services where that failure is beyond the reasonable control of Al-Mahdi Institute.
- o) Al-Mahdi Institute does not accept any liability for any loss or damage which arises directly or indirectly out of the use of the equipment or the performance, unless such loss arises from the

negligence of the Al-Mahdi Institute staff. The Customer agrees to indemnify Al-Mahdi Institute against any claim for any such loss or damage.

p) Hired equipment remains at all times the property of Al-Mahdi Institute. The Customer shall not sell, or offer for sale, assign, and mortgage or pledge the equipment or any part or parts thereof and the Customer will keep the equipment in their own possession for their own use and will not allow any lien or other encumbrance to be created in respect of the same.

q) The Customer shall be responsible for any software and hardware provided by them for use in Events and Al-Mahdi Institute will be responsible for any software and hardware provided by them for use in Events.

6) CANCELLATION BY AL-MAHDI INSTITUTE Al-Mahdi Institute may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Customer if:-

a) Al-Mahdi Institute or part of Al-Mahdi Institute has to be closed for reasons beyond Al-Mahdi Institute's control; or

b) The Customer is already in arrears with any payment due to Al-Mahdi Institute and/or

c) The Customer is in breach of any of these Terms and Conditions and/or Al-Mahdi Institute's Terms and Conditions of Hire (if any) and fails to rectify such breach within 7 days of written request so to do by Al-Mahdi Institute; or

d) The Customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or

e) The Customer (being an individual) is adjudicated bankrupt or dies.

7. CANCELLATION BY THE CUSTOMER

a) A confirmed booking shall only be deemed to be cancelled when Al-Mahdi Institute receives written notification of the cancellation from the Customer.

b) Where a Customer cancels the provision of the Services, in addition to loss of the Deposit, the Customer shall pay to Al-Mahdi Institute the following charges in respect of the Services (credit being given for the amount of the Deposit paid):- Notice of cancellation received - Less than 7 days prior to Function - 100% of the pre-booked total Between 8-30 days prior to Function - 80% of the pre-booked total Between 31-60 days prior to Function - 60% of the pre-booked total Between 61-100 days prior to Function - 40% of the pre-booked total Between 101 – 180 days prior to Function - 20% of the pre-booked total

c) Where a room hire booking is cancelled for any reason:- (i) Al-Mahdi Institute shall be entitled to retain the Room Hire Charge paid to Al-Mahdi Institute; (ii) if the booking is cancelled less than 9 months before the Event and Al-Mahdi Institute hires all or some of the Rooms for the whole or part of the Hire Period to some other Customer, then such room hire charge paid by that other person shall be refunded by Al-Mahdi Institute to the Customer save that the said refund shall be limited to a maximum of (50%) of the Room Hire Charge

8. LIABILITY

a) Al-Mahdi Institute shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of Al-Mahdi Institute's obligations in relation to the Services if such delay or failure is due to any cause beyond Al-Mahdi Institute's reasonable control including (without limitation) Government intervention, strikes, acts of God, national or local disasters or war or any event causing the whole or part of Al-Mahdi Institute to be closed to the public. In such circumstances the charges payable by the Customer may be subject to abatement by a fair and reasonable apportionment.

b) Al-Mahdi Institute do not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Customer or their guests or hired by Al-Mahdi Institute on the Customer's behalf howsoever such loss or damage may occur unless as a direct result of Al-Mahdi Institute's negligence. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk.

c) Al-Mahdi Institute shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Services pursuant to the contract formed by these Terms and Conditions and the total liability of Al-Mahdi Institute for any other loss of the Customer shall not exceed the price payable by the Customer for the Services.

d) The Customer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc. is caused by the negligence of Al-Mahdi Institute, its servants or agents and the Customer indemnifies Al-Mahdi Institute against any claim brought against Al-Mahdi Institute in relation to any such matters.

e) The Customer shall be liable for any loss or damage caused to the Venue and the property, furnishings, paintings or objects in the Venue by any act or omission of the Customer, its subcontractors or guests of the Customer, and shall pay to Al-Mahdi Institute on demand the amount required to remedy any such damage.

9. HEALTH AND SAFETY

a) The Customer must take instructions from Al-Mahdi Institute's Events Manager (or the nominated deputy for the occasion) and, while functions are in progress. For events with over 100 guests Al-Mahdi Institute reserves the right to provide extra security and charge the customer. Al-Mahdi Institute staff on duty will assume full control and responsibility for evacuation in the event that any security matter including bomb, fire or the behaviour of those attending warrants such action.

b) Security staff positioned in Al-Mahdi Institute provide an initial response to incidents and a security presence for Al-Mahdi Institute. Dedicated personal security provision for the Customer and their equipment can only be provided if Al-Mahdi Institute has been notified and additional security has been booked. Any invitee requiring a high level of personal security (including members of the Royal Family, Foreign Dignitaries and Government Ministers) must be notified to Al-Mahdi Institute at the time of the booking.

c) The Customer must comply with all the Venue's Health and Safety regulations. The Customer shall notify Al-Mahdi Institute immediately on becoming aware of any accident or injury occurring at the Venue. Where an event requires the provision of special services, e.g. additional electrical services,

the Customer shall comply with any additional safety requirements imposed by Al-Mahdi Institute. Blocking of access routes will not be permitted while delivering, setting up or breaking down for events.

d) All electrical equipment brought into the Venue must have a current Portable Appliance Test (PAT) Certificate. This must be presented to the Events Manager on the day of the event. In the absence of a Certificate, the Customer shall be obliged to use the equipment on site, should it be available, and will be charged accordingly. Al-Mahdi Institute accepts no responsibility for any disruption to an event should equipment not be available.

e) The Customer shall not use or allow to be used any gas-supplied heaters, helium balloons, naked flames or anything similar in any part of the Venue.

10. INSURANCE

a) The Customer shall take out before the Event and maintain during the Hire Period public liability insurance in respect of its liabilities under these Terms and Conditions with an insurer approved by Al-Mahdi Institute and for an amount of cover not less than ten million pounds sterling.

b) The Customer shall, at the request of Al-Mahdi Institute, produce before the Event a certificate of such insurance for inspection by Al-Mahdi Institute.

c) The Customer shall not do anything which will or might vitiate in whole or in part any insurance effected in respect of the Venue from time to time

11. GENERAL

a) The Customer shall not use the "Al-Mahdi Institute" logo in any of its advertising or publicity for the Event without the prior written approval of Al-Mahdi Institute. The Customer will ensure that advertising and publicity material for the Event does not imply that the Event is endorsed or organised by Al-Mahdi Institute without the prior written approval of Al-Mahdi Institute. Two printed invitations (or equivalent documentation) and any supporting information together with a guest list must be made available to the Events Manager at least 5 working days prior to the Event.

b) No variation to these Terms and Conditions shall be effective unless agreed in writing and signed on behalf of Al-Mahdi Institute and the Customer.

c) Any notices to be given under these Terms and Conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile or scanned and sent by email to the addresses of the parties stated on the front page of these Terms and Conditions.

d) These Terms and Conditions shall prevail over any Conditions offered by the Customer.

e) The Customer may not assign, transfer or sub-contract its rights and/or obligations under these Terms and Conditions without the prior written consent of Al-Mahdi Institute.

f) If the expression the Customer includes more than one person those persons shall be jointly and severally liable under these Terms and Conditions.

g) These Terms and Conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.

h) Al-Mahdi Institute is a non-smoking venue and e-cigarettes must not be used within the Venue. This policy will be strictly enforced.

i) No alterations may be made to the appearance of the hired space without the prior agreement of the Events Manager. Affixing to walls/surfaces is not permitted. The Events Manager reserves the right to remove any unauthorised items and charge at cost for any damage incurred.

j) All deliveries must be pre-arranged within the agreed hire period. Company name and to be delivered items must be provided to the Events Manager at least 24 hours in advance of the Event.

k) The Customer acknowledges that no relationship of landlord and tenant is created between the Customer and Al-Mahdi Institute by this Agreement and that Al-Mahdi Institute retains control possession and management of the Venue and the Customer has no right to exclude Al-Mahdi Institute from the Venue.

l) The Customer agrees and undertakes: (i) to indemnify Al-Mahdi Institute and keep Al-Mahdi Institute indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from: (a) this Agreement; (b) any breach of the Customer's undertakings; and/or (c) the exercise of any rights given to the Customer.