



133 Pershore Road, Birmingham B5 7PA

BIRMINGHAM CENTRAL SYNAGOGUE

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בית המדרש

MALCOLM LOCKER HALL BOOKING FORM

I/We* _____

of _____

wish to reserve:

the Malcolm Locker Hall on _____ 20 _____
 for a lunchtime / evening* function catered by _____
 at a cost of £ _____ (see rates overleaf). There will be approximately _____ guests

the upstairs room on _____ 20 _____
 for a lunchtime / evening* function catered by _____
 at a cost of £ _____ (see rates overleaf). There will be approximately _____ guests

The purpose of the function is _____

I/We* do/do not* require the simcha 'co-ordination' service (see overleaf).
 (If applicable, cost will be advised by Office).

I/We* have read and accept the attached Terms and Conditions of Hire.

I/We* enclose a cheque, payable to **Birmingham Central Synagogue**, for 50% of the cost indicated above. This is refundable only in the circumstances set out in Condition (6) of the Terms and Conditions of Hire, but it will be deducted from the final invoice which must be paid in full at least four weeks before the function.

Please Note:

A discount of 5% is available when booking both the Malcolm Locker Hall and upstairs room for a function.

*Delete as applicable

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Rates for Hire of Malcolm Locker Hall and Facilities

applicable to bookings paid in full before 31 December 2009

| Description | Members | Non-Members |
|--|--------------------------------|--------------------------------|
| Hire of main Malcolm Locker Hall for a daytime function (premises to be vacated by 4pm) | £600 | £675 |
| Hire of main Malcolm Locker Hall for an evening function (premises to be vacated by 1am) | £750 | £850 |
| Hire of upstairs room | £75 | £100 |
| Use of plant (meat or milk place settings and serving dishes) – only available if co-ordination service is used (see below) | £2.00/head | £2.00/head |
| Laundry charges where tablecloths and linen are supplied | £0.50/head (min £50) | £0.50/head (min £50) |
| Kashrut fees | £0.95/head | £0.95/head |
| Shomering fees – Central Synagogue Rabbi will discuss requirements for Shomering different types of functions and provide an approved Shomer with an indication of costs | Payable directly to the Shomer | Payable directly to the Shomer |

Central Synagogue can provide a simcha co-ordination service, where food is predominantly purchased from an approved source and is then accordingly organized and served by an appropriate number of waitresses (at the current rate of pay). This service is not a substitute for a fully catered function by an authorised caterer, but is available for those who wish to self-cater with assistance so that they are able to enjoy their simcha. Charges for this co-ordination service depend on the type of function and numbers of guests. Details are available from the Shul office.

Details of the cost of kiddushim and other functions such as a tea following a tombstone consecration are also available from the office.

BIRMINGHAM CENTRAL SYNAGOGUE

Terms and Conditions of Hire

1. INTERPRETATION

In these Terms and Conditions and any agreement incorporating them:-

“Central” means the Executive of Birmingham Central Synagogue and the Controller

“Premises” means Birmingham Central Synagogue's Hall (Malcolm Locker Hall) or any parts thereof including all rooms, corridors, stairways, cloakrooms, lavatories and conveniences which are made available by Central for use in connection therewith

“Executive” means the elected Executive body of Central

“Controller” means the person for the time being appointed by the Executive to discharge the duties of hall co-ordinator

“Function” means the purpose for which the Premises have been hired

“Hirer” means the person who has signed an agreement to hire the Premises

“Member” means a fully paid up member of Birmingham Central Synagogue (for at least 6 months) and excludes country or associated members

“Authorised” means authorised by a recognised religious authority and approved by Central

“Period of Hire” means the Period or Date of Hire stated in the Booking Form incorporating these Terms and Conditions

In these Terms and Conditions any obligation on the Hirer (except for the payment of Hire) includes an obligation to ensure that each of the Hirer, his agents, his employees and his contractors comply with that obligation.

2. APPLICATION FOR HIRE

Applications for hiring the Premises must be made on the form of application obtainable from Birmingham Central Synagogue office or from the Controller. Central reserves the right to refuse any application for any reason or without assigning a reason to the applicant or any other person for such refusal

3. RESERVATION BY HIRER

On Central accepting an application for the hire of the Premises, a deposit (according to the rates applicable attached) of 50% of the hiring charge (at that time) must be paid by the Hirer and the Premises will not be reserved until such a deposit is paid. The deposit will only be refunded in accordance with condition 6 below,

The balance of the hiring charges becomes due and payable no later than one month before the start of the Period of Hire (whether or not the reservation is subsequently cancelled). Central may refuse entry if the balance is not paid by that time.

Central guarantees the scale rate provided it is paid in full by the date stated on the rates attached.

In the event that an increase in scale rate becomes payable, no additional deposit will be required from the Hirer although the Hirer will be required to pay the increased balance as provided above.

4. ADVANCED RESERVATION

Members may reserve the Premises in advance of their Function with no time restriction.

5. USE OF THE PREMISES

The Premises must be used for the purpose specified in the Booking Form.

6. CANCELLATION OF HIRING

The Hirer may cancel his reservation at any time and shall be entitled to the following refunds of deposit:-

- (a) Cancellation less than 1 calendar month before the start of the Period of Hire 0%
- (b) Cancellation at least 1 calendar month before the start of the Period of Hire 25%
- (c) Cancellation at least 3 calendar months before the start of the Period of Hire 50%
- (d) Cancellation at least 6 calendar months before the start of the Period of Hire 75%
- (e) Cancellation more than 12 calendar months before the start of the Period of Hire 90% subject to a minimum retention by Central of £50.00

7. CATERING RESTRICTIONS

In relation to any food cooked on the Premises an Authorised caterer must be used.

In relation to cold foods, drinks or any beverages purchased and brought into the Premises, the Hirer must arrange and pay for an Authorised Shomer to be present at delivery, preparation and service of that food, drink or beverage.

Home cooked foods may not be brought into the Premises for any Function or otherwise.

8. SUNDRY RULES AND RESPONSIBILITIES

- (a) No additional lighting or electronic implements shall be used or put up without Central's prior consent.
- (b) No nails or fastening of any type shall be driven or put into any wall, partition, pillar, fitting or furniture of the Premises.
- (c) Birmingham Central Synagogue operates a no smoking policy on its Premises.

9. CONDUCT AND SECURITY

The Hirer will, during the Period of Hire, be responsible for the supervision of the Premises, the fabric and the contents their care, safety from damage however slight or change of any sort to the Premises 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.

Where an event open to the public is to be held, the Hirer shall provide such number of stewards as Central may, in its absolute discretion think fit.

continued overleaf

In the event that Central recommends that additional security measures are required, the Hirer undertakes to adhere to Central's recommendation and pay for such security as Central considers appropriate.

10. DAMAGE

The Hirer is to take good care of and not cause any damage to be done to the Premises or to any fittings, equipment or other property in the Premises, and the Hirer is to make good, pay for and indemnify Central for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises.

11. GOODS FOR SALE

Subject to condition 7 above, no food, drink or other refreshments are to be brought in or sold on the Premises. No goods or other items are to be sold on the Premises without Central's prior written consent.

12. RESERVATION OF ENTRY

Central reserves the right of entry to the Premises during the Period of Hire as it sees fit.

13. INSURANCE

The Hirer shall ensure that no person attending the Function does or permits or suffers anything to be done whereby any policy of insurance maintained by Central shall become void or voidable or whereby the premium payable on any such policy be increased or whereby any License granted to or be held by Central may be put in danger of revocation or forfeiture.

14. FORCE MAJEURE

Neither Central nor the Hirer shall be liable for any default due to any acts of God, war, strike, lock out, industrial action, fire, flood, drought, tempest, civil commotion or other event beyond the reasonable control of either party.

15. OTHER

- (a) Central will not be liable for any loss, damage or inconvenience which may be caused as a result of the failure of the supply of gas or water or electricity which may occur at any time, or any breakdown of apparatus used in connection therewith.

- (b) Central gives no warranty that the Premises is legally or physically fit for any specific purpose.

- (c) At the end of the Period of Hire, the Hirer is to leave the Premises in a clean and orderly state, free of litter and, in particular, (without limitation) the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer.

16. INJURY TO PERSONS AND LOSS OF PROPERTY

- (a) Central will not be liable for the death of or injury to any person attending the Premises for the Function, the subject of the hiring 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 Central except where such death, injury or loss is due to the negligence of Central.

- (b) Central 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 brought 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 Central.

- (c) In so far as the Executive has valid insurance cover in respect of any liability to the Hirer, the liability of the Executive to the Hirer shall be limited to the greater of the amount specified in these terms and conditions in respect of that liability and the sum recoverable by the Executive, as at the date of settlement of the claim or the date of judgement in respect thereof, from its insurers in respect of the said liability.

- (d) The Hirer will indemnify Central against all such liabilities as are mentioned in these conditions.

17. RIGHT TO ALTER

Central reserves the right to change any of the above terms and conditions without prior notification.