



**Jamia Masjid-E-Raza &
Madina Jamia Masjid
33a Randal st &
Oak st
Letting Policy
Office copy**

- 1.1 The following document sets out the Lettings Policy in relation to the letting of the masjid premises of The Muslim Hanfi Sunni Association (MHSA). This Policy document takes into account consideration of The Equality Act 2010.
- 1.2 A Premises Hiring Agreement, which is attached to and forms part of this Policy document (Schedule A), must be completed and signed in respect of every booking of the premises. The person signing the Premises Hiring Agreement shall be known as “the Hirer” and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Policy document. The Hirer must be a responsible adult over the age of 25.

2. Primary Intent

- 2.1 The premises are primarily to be used for the hosting and promoting of masjid activities.
- 2.2 A secondary function of the premises is to act as a resource to the wider masjid, other Muslim organisations and the community of Blackburn, through masjid activities, MHSA sponsored activities and suitable community activities which help to build bridges between the masjid and the local community.

3. Letting Restrictions

- 3.1 Our attitude towards an application for the use of our premises will be a positive one. We will seek to encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary to the MHSA regular activities. MHSA may request references from a new user before agreeing a booking.
- 3.2 We will not, however, accept bookings for activities which are in conflict with the MHSA rules; which will prevent our regular activities from functioning in full or which promote any political party or opinion. The MHSA reserves the **right to refuse requests** for hire by groups or for activities which, in the opinion of the masjid, are either contrary to the purposes and beliefs of the MHSA, or where the masjid considers that such use or activities may cause offence, on grounds of their religion or belief, to a significant number of Muslims. No acts of worship, other than Islamic worship, are permitted on the premises.
- 3.3 The **Masjid** will be let only to other Muslim organisations, their use is consistent with MHSA values and beliefs.
- 3.4 Lettings will not interfere unduly with masjid life. They will not normally be accepted if the premises are already booked for a masjid event.
- 3.5 We will not normally hire out the premises for any parties which will involve large groups of teenagers or young adults between the ages of 14 – 18.
- 3.6 Out of respect to other users and our neighbours surrounding the premises, we expect all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create **noise or other nuisance** to neighbours

3.7 All events are to **finish by 11pm**, with the premises to be empty by **midnight**. The premises will not be available to the Hirer before the beginning of the booking time, and must be vacated 15 minutes after the end of the booking.

4. Charges

4.1 We will normally charge for the use of the premises by external organisations; however, charges may be waived or reduced in exceptional circumstances and at the discretion of the Standing Committee of the MHSA.

4.2 Charges will be set at a reasonable rate, below full commercial value, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of Charges levied and Conditions relating to the Charges forms part of the Premises Hiring Agreement. The schedule of Charges will be reviewed on an annual basis.

4.3 A 100% discount will apply to masjid members in relation to bereavement. (Ask for more details and time period)

4.4 A refundable security deposit must be paid, the amount of which is set out in the Premises Hiring Agreement.

5. Access and Security

5.1 MHSA does not employ a full-time caretaker; therefore, the Hirer is responsible for all setting up and putting away of any equipment used.

5.2 Any letting of the premises will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking.

5.3 If a key is provided, then this must be safeguarded at all times and returned to the MHSA Administrator in the masjid Office at the end of the letting period or as soon as is reasonably possible. The keys shall not be copied nor given or lent to any third party. If keys are provided, it is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked and all lights switched off (including the toilets) at the end of the letting period.

5.4 The right is reserved for a representative of the MHSA or their appointed officer to enter any part of the building at any time.

6. Health and Safety

6.1 Whilst MHSA will take steps to ensure the premises are safe to use, it is the responsibility of the Hirer to ensure the safe conduct of their activity during the period of hire, including the presence of a suitably qualified First Aider if necessary. First Aid boxes are located as follows:

Down Stair – Kitchen
Downstairs in the office

Any accident involving personal injury must be reported to the MHSA Administrator to be recorded in the Accident Book located in the masjid Office.

- 6.2 All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed as follows:

Kitchen Room – 40 people
Upstairs Room – 30 people
Down stair front Pray Hall – 400 people
Down Stair Rear Pray Hall (**strictly men only**) – 100 people
Upstairs Main Pray Hall (**strictly men only**) – 600 people
Ladies Hall (**strictly Ladies only**) – 100 people

The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.

- 6.3 There are no public telephones in the premises; therefore, the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.
- 6.4 Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date safety certificate which must be made available for inspection upon request.
- 6.5 The Hirer is not permitted to bring in supplementary heating appliances.

7. General

- 7.1 A strict **No Smoking Policy** applies to all rooms (including toilets) in all the premises. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.
- 7.2 Alcohol cannot be sold in the building. The Hirer is not permitted to apply for Occasional Licences for the sale of intoxicating liquor in the building.
- 7.3 Any advertising material must be submitted to the MHSA Administrator for approval by the Standing Committee of the MHSA. All such material must clearly display the name of the person or organisation responsible for the event.
- 7.4 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.5 Chewing gum is not allowed on the premises.
- 7.6 All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins. No food or drink must be deposited on the ground outside the premises or in the car park.

8. Car Park

- 8.1 The use of the masjid Car Park is available to Hirers, but is **not** part of the Hiring Agreement and Hirers must be ready to vacate in case of emergency masjid needs.
- 8.2 The Car Park is limited to 30 places including 1 designated disabled spaces and parking is strictly at the owner's risk. The MHSA can accept no liability whatsoever for cars parked in its Car Park.
- 8.3 The entrance alongside the oak st must be kept clear at all times.

9. Responsibilities

- 9.1 The MHSA will be responsible for providing facilities as agreed in good working order throughout the letting period.
- 9.2 The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.
- 9.3 The Hirer shall ensure that there is a responsible adult or adults present and able to supervise at all times during the letting. During the period of hire, the Hirer is responsible for the orderly behaviour of guests/members on the premises.
- 9.4 The Hirer must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Hirers may re-arrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting.
- 9.5 The Hirer agrees to indemnify the MHSA against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.

10. Kitchen Use/ Refreshments

- 10.1 Use of the Kitchens in the premises must be separately approved. Kitchens may be used for the preparation of Tea/Coffee and refreshments by approved personnel and with the prior agreement of the MHSA Administrator. It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Premises Hiring Agreement. It is the responsibility of an external Hirer to ensure that any persons using the kitchens are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act Codes of Practice. Particular attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the letting. Any breakages must be reported immediately in writing and will be subject to an additional charge.

11. Insurance

- 11.1 It is the responsibility of the Hirer to affect whatever insurance he/she requires to cover his/her liabilities. Insurance effected by the MHSA does not extend to a Hirer's liabilities. The MHSA

accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.

12. Legal Requirements

- 12.2 Hirers must also have in mind the provisions of the Children's Act at any event involving children. Events for persons under 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act.
- 12.3 The Hirer shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.

13. Compliance

- 13.1 Failure by the Hirer to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by the MHSA to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

14. Administration

- 14.1 Bookings of the premises will be administered by the MHSA Administrator. This includes the acceptance and declining of bookings in consultation with the Standing Committee of the MHSA if necessary.