



THE DIAMOND

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Terms and Conditions for Event Contractors & Customers (AUGUST 2020)

Our policy is to protect the health and safety of our staff and all other people who come on to the premises at The Venue.

These Conditions set out the terms upon which we allow contractors to enter the Venue and to carry out work. These Conditions, and no others, apply when you are providing services to our customers at The Venue.

1. Definitions

In these Conditions the following words have the following meanings:

"Conditions" means these conditions as set out herein.

"Contract" is any agreement between The Venue and the Contractor and or between the Customer and Contractor.

"Contractor" means a company or individual engaged by any person, firm or company (other than Us) to provide services and/or to carry out work for that other person, firm or company at The Venue. At any time where The Venue Has arranged a Contractor on behalf of and as agents of a Customer this should be understood as "You".

"Customer" means the person, firm or other body contracting to hire rooms for a Function.

"Director of Planning" is the person/persons specified on the back page of these Conditions or as notified to the Customer or Contractor prior to the Function.

"Event Planner" is the person/persons specified on the back page of these Conditions or as notified to the Customer or Contractor prior to the Function.

"Function" is the event in respect of which a Customer has made a booking at the Venue.

"Hire Period" means the agreed period for which the Customer is permitted to hire function space for the purposes envisaged by this agreement.

"Operations Manager" is the person (or persons) allocated to the operational supervision of the function and notified as such to You.

"Vacate Time" is the time at which the Customer, its guests and any other persons as well as all equipment in any way connected to the Customer must vacate the Venue.

"Venue" means the area in The Venue Where the Function is taking place.

"We" is The Venue as defined (and "Us" and "Our" shall be understood accordingly).

"The Venue" and the "The Diamond" refers to Knesset Yehezkel Synagogue.

2. Health and Safety

2.1 You must at all times when in The Venue comply with the provisions of the Health and Safety at Work Act 1974, The Management of Health and Safety at Work Regulations 1999, the Provision and Use of Work Equipment Regulations 1992, the Workplace (Health, Safety and Welfare) Regulations 1992, the Personal Protective Equipment at Work Regulations 1992, the Manual Handling Operations Regulations 1992, and all other relevant statutory legislation, other health and safety codes and regulations.

2.2 On leaving your work area (whether at any time during the day or at the end of the day's work) You must secure the work area so that it presents no danger or hazard to anyone at The Venue.

2.3 You must immediately report any accident in or connected with your work or work area to the Operations Manager or Event Planner.

3. Indemnity and Insurance

3.1 The Contractor shall indemnify and hereby indemnifies The Venue Fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury or loss of or damage arising out of the acts or omissions of the Contractor and each of its agents, employees



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and/or subcontractors. Notwithstanding the foregoing, nothing in this condition shall render you liable in respect of any death, personal injury or damage caused solely by any negligent act or omission of The Venue, its servants or agents.

3.2 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of public liability insurance providing £2,000,000 (two million pounds) worth of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract, in respect of death or personal injury, or loss of or damage to property.

3.3 The Contractor shall hold employer's liability insurance with cover up to £5,000,000 (five million pounds) in respect of all staff in accordance with any legal requirement for the time being in force.

5. What to do when You arrive at The Venue:

Immediately on arriving at The Venue You must:

5.1 Report to the Venue Events Team who will provide You with permission to enter the premises.

6.

6.1 You and Your staff must not make any alterations to The Venue or any part of it without the prior written consent of the Director of Events. If You do make any alterations, all damage arising howsoever caused must be paid for by You.

6.2 You will ensure that nothing is affixed to the floors, walls, ceilings or columns of The Venue Reserved by the Customer for the Function, or any other part of The Venue, by nails, screws, tape, drawing pins or other means or suspended from the roofs or ceilings (unless via the dedicated hanging mechanisms provided) thereof unless previously agreed in writing by us.

6.3 You will take every precaution not to damage nor injure any person or any property of The Venue. You agree to indemnify The Venue from and against all claims made by third parties (including staff of any subcontractors and guests of the Customer) arising out of the acts or omissions of You and/or your sub-contractor, your agents and/or your employees. Notwithstanding the foregoing, nothing in this condition shall render You liable in respect of any death, personal injury or damage caused solely by any negligent act or omission of The Venue, its servants or agents.

7. Electrical Installations and Equipment

7.1 It is Your responsibility to ensure that all electrical, audio and visual equipment used by You at The Venue (other than equipment provided by us) must comply with the current Institute of Electrical Engineering Regulations and Safety Standards and all portable appliance-testing regulations. Utility connection and consumption charges will be made where appropriate. You are responsible for ensuring that all other equipment used at The Venue complies with any other relevant statutory regulations and requirements.

7.2 The Venue does not accept liability for loss of or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by You or hired by The Venue on Your behalf however such loss or damage may occur unless as a direct result of The Venue's negligence.

7.3 Should the nature of the Function require that security is provided by The Venue, this will be over and above our normal services and will be chargeable to the Customer. The Venue reserves the right to search all containers, boxes, cases and equipment coming into The Venue and leaving The Venue after a Function.

7.4 You acknowledge that any objects, equipment, furniture, stock or other property of any sort will remain under Your control and care and that You are in the best position to insure such property and accordingly it is reasonable for The Venue to exclude liability for such property, unless caused by its own negligence.



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8. Contractor's Obligations

You must:

8.1.1 arrive on site at the time agreed in writing and not enter any areas at The Venue other than those necessary and designated by Us to You;

8.1.2 ensure that The Venue's facilities reserved for the Function are cleared of all materials and equipment brought into The Venue by You at the termination of the Function (or by such later time as may be agreed in writing) and if you are in default of this condition a further charge will be payable by You to the Customer for the excess period proportionate the Venue's hire charge for the period reserved for the Function.

8.1.3 reimburse all expenses incurred by The Venue resulting from breach of Your obligations hereunder including (but without prejudice to the generality of the foregoing) any cost by way of additional expenses incurred due to breach of Your obligations under condition 1.

8.1.4 not block or obstruct any fire exits, gangway or door closures (or, other than in the case of emergency, use or open such exits or door closures);

8.1.5 make Yourself aware of The Venue's fire exit safety procedures and cooperate fully with any fire drills and evacuations;

8.2 Smoking is strictly prohibited anywhere on the site of the Venue and includes the front plaza. Anyone failing to comply with this condition may be asked to leave The Venue.

8.3 The Venue reserves the right to exclude or eject any person from The Venue who it shall reasonably consider to be objectionable (including any person engaged by You to provide production, entertainment or perform any other duties at the Function).

9. General Dos and Don'ts

9.1 Equipment in or out bound should not at any time be stacked, or leant against Venues or walls.

9.2 Where we are able to supply electricity over 30 amps single or 3 phase. You may be responsible for any costs incurred, and charged for power consumed.

9.3 All exits especially Fire Exits and gangways must be free from obstructions (at least 2 meters in width). All cables must be hung over exits by means of "goalposts" or other such mechanisms, which should be sleeved if in public view. Where goal posting is not appropriate then cables running across the floor must have special ramp mats placed over them, to prevent tripping hazards, and signed accordingly. The Venue does not consider the use of gaffer/duct tape as adequate measure in the case of crossing doorways.

9.4 The use of smoke or haze effect machines are not permitted.

9.5 Specific authority from The Venue is required in advance for any item to be suspended from the ceiling or trussing and for work to be carried over the heads of any staff, or members of the public.

9.6 Regrettably, overnight storage preceding or after a major set up generally cannot be provided unless otherwise agreed in writing by the Event Planner or Director of Planning in advance of the Function.

9.8 Breakdown of set or facilities may not commence until at least 15 minutes after the advertised end of the Function or after all guests, or other attendees of the Function are clear of the Venue and You or any subcontractors who attempt to remove items will be stopped from doing so.

9.9 On strip out, the floor must be completely cleared of any debris left over from set building or breakdown. In particular any screws or nails which may damage our cleaning equipment must be removed. Any such damage may be charged.

10. Performers and Bands

This includes but is not limited to play back music and any special effects.

10.1 The Event Planner must be informed at least 14 days prior to the performers and bands arriving on site.

10.2 All electrical equipment must be individually identified and be accompanied with a current Portable Appliance Test certificate.



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10.3 The Operations Manager or Event Planner reserves the right to ask that any untested item is removed from the building.

10.4 Performers and bands are responsible for noise monitoring during the Function. All conditions of the Venue's entertainment license will be fully enforced, and You will be liable for any breach thereof. If requested to do so by Venue You will ensure that noise levels are adjusted as requested without delay.

11. Truss and Rigging

11.1 All truss and rigging must be carried out by our sole contractor SC Production. No other company is permitted to provide and install any truss or rigging. Plans will be passed to the Venues nominated technical specialist provider for approval. Should any plans require amendment You will undertake this at Your own cost. No truss or rigging is allowed to take place without prior approval by the Venue.

12. Storage

Under no circumstances may You store any items in fire corridors or immediately within the vicinity of any fire exit door. Furthermore, You will ensure that all fire exit doors remain fully operational in accordance with the relevant Fire Regulations and that all signage and firefighting equipment remain fully visible. Finally, You will ensure that all aisles, gangways, doors and associated corridors are left free from any and all obstructions.

13. Disposal of Articles left at the Venue

13.1 The Venues shall have the right to remove and discard anything left at the Venue after the Function has ended. If anything appears to the Venue to be an article of value, the Venue may, if it thinks fit, store such articles. The Venue accepts no liability for the safekeeping of such stored articles; unless placed directly into the Venues charge by You or any nominated representative by handing the item/or any article to the Operations Manager or Planning Manager for safe keeping.

13.2 The Venue reserves the right to dispose of any article left at the Venue within 24 hours (save any articles left by guests which fall under the description of lost property) by either the customer or its agents or contractors. The disposal of such items post event may result in You incurring additional costs.

14. Deliveries

Deliveries must be made within the Hire Period (unless agreed in advance in writing by the Event Planner), and when the Organizer or named representative is on site. The delivery of all items must be made in accordance with the Venue's Delivery Instructions (a copy of which is obtainable from the Event Planner). In all cases all items must be removed from site by the conclusion of the Hire Period. Should items remain on site after the Hire Period has ended, The Venue will deem that the items are no longer required and will dispose of them in the appropriate manner. You shall indemnify The Venue against any prosecution in connection with the disposal of such items.

15. Candles

15.1 Candles and burners must not be lit without prior consent from the Operations Manager or Event Planner.

16. General

16.1 These Conditions are governed by and are to be interpreted in accordance with English law and all disputes arising out of them shall be subject to the exclusive Jurisdiction of the English Courts.

16.2 Contractors are required to complete this form and sign below in confirmation of the receipt and acceptance of these Conditions, and forward them to The Diamond.

16.3 Failure to return a signed completed copy of the Contractors Rules & Regulations and Indemnity may mean that work on site at The Venue is delayed or cancelled. The Contractor's failure to return a signed and



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completed version of these Rules & Regulations and Indemnity once You have been furnished with the same shall not invalidate any of the provisions contained herein.

The Contractor is required to complete and sign this form to confirm acceptance of these Conditions. The completed form should be returned to:

Meetings & Events Planning Department, The Diamond, 185 Golders Green Road, London, NW11, or by email to events@starguest.com.

Name of Function:

Date of Function:

Company Name:

Contact Name:

Contact Telephone Number:

We/I have read the Conditions and understand and agree to be bound by them.

Contractors Name:

Signature:

For and on behalf of:

Date:

Failure to return a signed and completed version of these Conditions shall not invalidate any of the conditions contained herein. Please note that any such failure may result in You or any of Your subcontractors being refused entry to the Venue.