

Quaker Trading (Manchester & Warrington) Limited

Terms & Conditions of Hire

1. Definitions

Quaker Trading (Manchester & Warrington) Limited: (abbreviated within this document to 'Quaker Trading') the wholly owned trading subsidiary of Manchester and Warrington Area Quaker Meeting. Quaker Trading is a private limited company registered in England under number 03094920. Our registered office address is Friends' Meeting House, 6 Mount Street, Manchester M2 5NS. Our telephone number is: 0161 834 5797.

Details of the services **Quaker Trading** provides can be found on our website:
www.meetinghouse.org.uk

Common areas: any paths and entrances, lobby, concourse, atrium, corridors, toilets, stairwells and lifts, as are available on the Premises. These may be used to facilitate an event, but they do not form part of the Rooms hired.

Guest: the Hirer or any person invited or permitted access to the Premises by the Hirer, or any person coming to a public meeting organised by the Hirer.

Hire Charge: the charge payable by the Hirer for the hire of the Rooms and the provision of the Services as set out when the booking is confirmed.

Hire Contract: the agreement made between Quaker Trading and the Hirer for the hire of Rooms and the provision of Services, incorporating these Terms and Conditions, which may be amended from time to time in accordance with these Terms and Conditions. Please note that this Hire Contract is formed when a booking is confirmed and does not always require the Hirer to sign a separate document.

Hired Part of the Premises: the part of the Premises hired under the terms of the Hire Contract.

Hire Period: the period specified as such when the booking is confirmed.

Hirer: the person(s), body corporate, or unincorporated association legally responsible for the hire of the Premises.

Keyholder: any Hirer who has been issued with a key (not applicable to Central Manchester).

Local Premises Committee: committee of local Quakers who advise The Quakers' trustees in relation to each of the Premises.

New User: prospective Hirers who wish to make a booking but have never hired any part of the Premises before. Every New User must complete a new user form before being permitted to make a confirmed booking.

Premises: the address (including buildings and grounds) of the Premises in which the hired Rooms are situated. We have five sites (Central Manchester, Eccles, Sale, South Manchester, and Warrington).

The Quakers: Manchester and Warrington Area Quaker Meeting of the Religious Society of Friends.

Rooms: the halls and Rooms within the Premises to be hired by the Hirer under the Hire Agreement.

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Services: the hire of halls or meeting Rooms and/or function facilities and/or the provision of services to be provided by Quaker Trading including food, beverages and equipment within the Premises.

Staff: staff employed by Quaker Trading.

2. Bookings and Confirmations

(a) General

- (i) Hirers may book Rooms in advance. The Hire Charges will be at the quoted price. If a price has not been set for the date in question then an estimate will be given and a price will be confirmed as soon as possible.
- (ii) Quaker Trading reserves the right, at its absolute discretion, to refuse a proposed booking (whether from an established Hirer or New User) if:
 - I. The aims and policies or practices of the organisation, individual or particular event are in conflict with Quaker beliefs (as determined by The Quakers).
 - II. Violence or the encouragement of violence at the event may reasonably be anticipated.
 - III. Contravention of health and safety or fire regulations may reasonably be anticipated.
 - IV. Misbehaviour has occurred at a previous event on the Premises organised by the Hirer.
 - V. Previous invoices have not been paid in full and/or have been paid late.
 - VI. A Hirer persistently breaches FMH Hire Agreement Terms & Conditions.
- (iii) Staff will make a decision whether a booking will be refused on a case-by-case basis with regard to all the circumstances at the time of the application. In unclear cases, Staff will refer the matter to the appropriate Local Premises Committee and, if needed, they will pass the matter to The Quakers' trustees. The Quakers' decision is final. Potential Hirers will be informed of any delay, so that they have time to make alternative arrangements.
- (iv) It is the Hirer's responsibility to ensure that the Rooms and Premises are suitable for the Hirer's intended use. Any booking requirements that may affect suitability for the Hirer should be discussed with Staff before confirming a booking.
- (v) Viewing of the Rooms and facilities are welcomed when pre-arranged with Staff.

(b) New Users

Prospective Hirers wishing to hire rooms for the first time (New Users) will be asked to fill in a 'new user form' giving details of their organisation and its work, aims, and policies. Staff will decide if the new user is an acceptable Hirer. Any websites or social media accounts named on the form may be checked. If insufficient information is provided on the new user form then further enquiries may be made. It is the New User's responsibility to provide all relevant information in a timely fashion. As above, in unclear cases Staff will refer the matter to the appropriate Local Premises Committee and, if needed, they will pass the matter to The Quakers' trustees. The Quakers' decision is final. Quaker Trading cannot take confirmed bookings from a prospective Hirer until the approval process is completed.

(c) Enquiries

An enquiry about the availability of the Rooms is not treated as a booking (either provisional or confirmed) and the Rooms will not be held on the basis of an enquiry only.

(d) Provisional Bookings

- (i) Provisional bookings can generally be held for up to 7 days – after that time they will be released if not confirmed by the Hirer.

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- (ii) At the end of the 7 day holding period the Hirer will be reminded (by phone or email) to confirm the booking. The booking will be released if confirmation is not received within 24 hours of the reminder being given.
- (iii) If for any reason it is not possible to hold a provisional booking for a full 7 days then the prospective Hirer will be informed of that at the time that the provisional booking is made.

(e) Confirmed Bookings

- (i) On oral confirmation of a provisional booking, the Hirer must provide written confirmation and payment of any applicable deposits within a further 7 days. Email confirmations should be sent to office@manchesterquakers.org.uk.
- (ii) Quaker Trading reserves the right to hire the Rooms to other interested parties without further notice if written confirmation and payment of any applicable deposits are not received within 7 days of oral confirmation of a provisional booking.
- (iii) Final room setup, equipment and catering requirements (including final numbers) must be supplied by the Hirer at least 7 days prior to the Hire Period commencing. Any changes after this date cannot be guaranteed.
- (iv) When confirming a booking, the Hirer acknowledges and agrees to these Terms and Conditions of Hire.

3. Payments

(a) Deposit – New User’s First Booking

A New User must provide a deposit equal to the full value of the Room hire element for its first booking.

(b) Deposit – Hirer’s subsequent bookings

Quaker Trading may, at its absolute discretion, require a deposit for any subsequent booking, as specified at the time of booking.

(c) Invoices

The Hirer agrees to accept and pay for the Services in the Hire Period at the prices specified at the time of booking. Invoices will generally be issued within a week of the event.

(d) Late Payments

- (i) Payment of the Hire Charge is due within 30 days of the invoice date unless otherwise agreed.
- (ii) Quaker Trading reserves the right to claim interest and compensation on overdue accounts, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, as amended.
- (iii) Quaker Trading reserves the right to refuse any further bookings until all the Hirer’s overdue invoices are settled.

4. Cancellation and amendments of Services by Quaker Trading

- (a) If due to circumstances beyond the reasonable control of Quaker Trading it is necessary to make changes in the arrangement relating to the Services, Quaker Trading shall immediately notify the Hirer and, if reasonably practicable, offer alternative Services to those originally specified.
- (b) In the event that it is not possible to offer alternative Services then the liability of The Quakers shall be limited to refunding any monies already paid by the Hirer.
- (c) In the event of a cancellation for any reason, Quaker Trading accepts no liability whatsoever for any consequential loss to the Hirer, whether or not the Hirer informed Quaker Trading of any special circumstances and/or whether or not such loss was otherwise foreseeable.

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- (d) Quaker Trading reserves to itself the absolute right to cancel at any time and without paying any compensation and without incurring any liability whatsoever in respect of such cancellation if:
- (i) The information given to Quaker Trading by the prospective Hirer was false, inaccurate, or incomplete, or has changed, and in the light of new information The Quakers determine that the aims and policies or practices of the organisation or individual are in conflict with Quaker beliefs.
 - (ii) Violence or the encouragement of violence at the meeting may reasonably be anticipated.
 - (iii) Contravention of health and safety or fire regulations may reasonably be anticipated.
 - (iv) Misbehaviour has occurred at a previous meeting on the Premises organised by the Hirer.
 - (v) Previous invoices have not been paid in full and/or have been paid late.
 - (vi) A Hirer persistently breaches these Terms & Conditions of Hire.
- (e) Any poor behaviour towards Staff or other room users will not be tolerated and, should it occur, Quaker Trading reserves the right to terminate the event immediately. Should this occur, no monies will be refunded to the Hirer. Future bookings will also be cancelled or refused.

5. Cancellation and amendments of Services by the Hirer

The cancellation charge to the Hirer depends on the period of notice given, as detailed below:

24 hours or less	100% of room hire + any buffet charge in full
72 hours or less	75% of room hire + any buffet charge in full
Less than 7 days	75% of room hire
Less than one calendar month	50% of room hire
Less than 3 calendar months	25% of room hire
Over 3 calendar months	10% of room hire

Cancellation or non-confirmation of provisional bookings does not incur any charge.

6. Hirer's Use of Rooms, Premises & Equipment

(a) Extent & length of occupation

- (i) The Hirer undertakes to confine their occupation to the Hired Part of the Premises and for the Hire Period agreed.
- (ii) Quaker Trading cannot guarantee the availability of Rooms any earlier or later than the agreed time of the booking and cannot guarantee the availability of equipment or other services if they are not booked in advance.
- (iii) Where there is additional availability, and Quaker Trading agrees to provide additional services, we will make further charges for any additional use of facilities or services not agreed in advance.
- (iv) In particular, if the Hirer wishes to occupy the Rooms earlier or later than the agreed times, and Quaker Trading agrees to this extension of time, then we will make an additional charge for this occupation, even if the Rooms are otherwise not in use.

(b) Catering

- (i) **No alcohol is allowed anywhere on any of the Premises or their grounds:** Quaker Trading may at its absolute discretion terminate the hiring forthwith if this clause is not complied with and in such event the Hirer will not be entitled to be reimbursed, either wholly or in part, for the cost of the hiring.
- (ii) Guests may bring in sandwiches or a packed lunch for their personal consumption.
- (iii) Bringing in 'shared meals' is not permitted.

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- (iv) Hirers are not permitted to provide their own catering or refreshments (including hot drinks) on the Premises.
- (v) At our sites in Eccles, Sale, South Manchester, and Warrington, the Hirer may be permitted to use the kitchen (at the appropriate charge if applicable), to provide food and beverages, and to provide shared meals. However, the Hirer must obtain prior approval in writing from Quaker Trading and must agree to pay any applicable charge before doing so.

(c) Public Meetings

- (i) Whilst most of the events on our Premises are 'private' (for delegates, or closed groups, or by invitation), a Hirer may use the Premises for 'public' meetings (for example, hustings before an election). Legislation concerning public meetings provides for a free sharing of views. So, for example, the Hirer and/or any of the Hirer's Guests cannot withhold entry to those who may hold opinions very different to theirs.
- (ii) If the Hirer is planning to hold a public meeting on the premises:
 - I. The Hirer must be aware of, and fully compliant with the relevant legislation.
 - II. The Hirer must inform Quaker Trading at the time of the booking that they wish to hold a public meeting.
 - III. The Hirer must provide appropriate stewarding for the size and nature of the event to ensure there is a smooth movement of Guests during the Hire Period and to assist in keeping order in the meeting, and with the direction of Guests in an emergency or evacuation. Quaker Trading requires a minimum of one steward for every 50 people in attendance at public meetings.
 - IV. The Hirer must pay for any additional staffing or security that Quaker Trading deems necessary to safely hold such a meeting. In the event that the Hirer refuses to do so then Quaker Trading reserves the right to refuse or cancel the booking without further liability. The final decision on the need for staffing and security rests with Quaker Trading at its absolute discretion.

7. Business Services

- (a) Photocopying and other business services are not included in the room hire charge.
- (b) The provision of photocopying and other business services is at the absolute discretion of Quaker Trading and is dependent on the availability of staff at the time those services are requested.
- (c) Any photocopying will be charged per sheet and will also incur a reasonable administration charge. All such charges will be included on the Hirer's invoice.

8. Health & Safety

(a) The Hirer has the following responsibilities:

- (i) To ensure that the Premises are safe for the purposes for which the Hirer intends to use them.
- (ii) To ensure that all activities performed in the Rooms hired give reasonable consideration to other users of the Premises.
- (iii) To ensure that all fire and safety regulations are observed. **Smoking is not allowed in any part of any of the Premises.**
- (iv) For the evacuation of their Guests in the event of an emergency. Hirers should familiarise themselves and their Guests with the location of fire exits. Access to all aisles, doors, and fire exits must be kept clear at all times.
- (v) In the event of a fire at the Premises at Eccles, Sale, South Manchester or Warrington, to call the Fire Brigade immediately and to take all steps to evacuate the Premises and ensure the safety of all their Guests.
- (vi) To ensure that any electrical equipment they bring to the Premises is safe and has a valid Portable Appliance Test (PAT) certificate or warranty. Use of electrical equipment without a PAT label or warranty is not permitted.
- (vii) To ensure that no candles or naked flames are used on the Premises

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- (viii) To ensure that helium balloons are not taken into the main hall of our Central Manchester Premises.
- (ix) Not to exceed the maximum capacity of each Room hired (details of Room capacities are available on our website or in our brochures).
- (x) To discuss and agree the use of any registration tables outside hired Rooms with Quaker Trading before the Hire Period to ensure health and safety regulations are complied with.
- (xi) To provide adequate stewarding for the size and nature of the event to ensure there is a smooth movement of Guests during the Hire Period and to assist in the direction of Guests in an emergency or evacuation.

(b) Additional Staffing

The Hirer must pay for any additional staffing or security that Quaker Trading at its absolute discretion deems necessary to safely hold the event. In the event that the Hirer refuses to do so then Quaker Trading reserves the right to refuse or cancel the booking without further liability. The final decision on the need for staffing and security rests with Quaker Trading.

(c) People on the Premises

The Hirer shall ensure that:

- (i) Children are supervised at all times.
- (ii) Any activities involving children and young people comply with current child protection legislation. It is the responsibility of the Hirer to ensure that all necessary child protection checks have been undertaken before the Hire Period commences. Quaker Trading does not accept any responsibility whatsoever for the Hirer's failure to comply with this requirement or otherwise make appropriate arrangements.
- (iii) All current legislation and regulations are complied with during the Hire Period so as to ensure no discrimination takes place regarding gender, race, colour, ethnicity, nationality, religion or belief, sexual orientation, disability, age or any protected characteristic. Quaker Trading does not accept any responsibility for the Hirer's failure to comply with this requirement.

(d) Insurance and liabilities

- (i) Quaker Trading acknowledges its obligations as an occupier and carries public liability insurance to cover liabilities arising as a result.
- (ii) The Hirer is responsible for liabilities arising from their use of the premises, and must have in place sufficient resource or insurance to cover such liabilities.
- (iii) Quaker Trading's insurance will not cover the Hirer's activities.

(e) Damage

- (i) With the exception of fair wear and tear, any damage to or loss arising out of the use of the Premises or equipment by the Hirer or their Guests, shall be the Hirer's responsibility. (The cost of any repair or replacement will be invoiced to the Hirer.)
- (ii) The Hirer must not stick or pin any materials to the walls.

(f) Hirer's Property on the Premises

- (i) No property may be left on the premises by the Hirer or their Guests outside of the Hire Period unless Quaker Trading agrees otherwise. Where the Hirer is permitted to leave property or equipment on the Premises before or after a booking, the Hirer must have their own insurance in place to cover such property and will not be covered by insurance held by Quaker Trading.
- (ii) Where property is left behind without permission, Quaker Trading reserves the right to dispose of such property as we see fit. The Hirer shall indemnify Quaker Trading against any claims arising out of such disposal.
- (iii) Limited storage facilities are available at the Central Manchester Premises and are the subject of separate hiring agreements and payment terms.

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9. General

- (a) The Hirer agrees to consider other users of the building with respect and behave in a reasonable and courteous manner. The behaviour of a Hirer will be taken into account when considering future bookings.
- (b) The Hirer undertakes to confine their occupation to the space and times agreed. Quaker Trading reserves the right to make further charges for any additional use not agreed in advance.
- (c) The Hirer agrees that at the end of the Hire Period, the Rooms hired and the approaches to them shall be left in a clean and orderly state. Where it is determined by Quaker Trading that this is not the case, the Hirer must pay Quaker Trading's reasonable cost of returning such areas to such a state.
- (d) The Hirer is not permitted to sub-license or give up occupation of any portion of the Hired Part of the building to any third party. A breach of this clause shall immediately terminate the contract, except to the extent that the Hirer must nonetheless pay Quaker Trading the full hire charge and any further related costs and losses incurred by Quaker Trading.
- (e) Quaker Trading uses the Common areas to facilitate efficient and proper use of the Premises – this might include use for the provision of drinks and buffets. The Hirer and their Guests must confine all other aspects of their event to the Hired Part of the Premises unless otherwise agreed in writing. In particular, registration tables and displays may not be set up in Common areas without prior agreement in writing.

10. Media, Advertising and the Distribution or Sale of Literature

- (a) The Hirer agrees to obtain prior permission from Quaker Trading before carrying out any of the following activities in any of the Premises or on the grounds:
 - (i) Organising or carrying out any TV or radio recordings, broadcasts or interviews, live video links or any other video / audio recording or photography for external publication or distribution;
 - (ii) Distributing advertising or promotional material, leaflets or flyers in relation to the event or organisation, or other events and organisations;
 - (iii) Affixing or attaching banners, bills or posters to any walls or fabric of the building or railings in the garden / building approaches;
 - (iv) Selling books and other publications on the Premises.
- (b) The Hirer agrees that invitations to events and any publicity materials concerning events will carry the contact details of the Hirer.
- (c) The Hirer agrees that any distribution of literature (by the Hirer or their Guests) shall be done inside the Hired Part of the Premises and not in the corridors or other parts of the building or grounds.
- (d) The Hirer is responsible for obtaining any entertainment, performing rights, or copyright licences or other permissions necessary for activities to be conducted on the Premises during the Hire Period. A copy of any necessary license(s) or permission(s) must be provided to Quaker Trading.
- (e) The hire of a Room does NOT carry with it any implied endorsement from Quaker Trading or The Quakers and the Hirer must not make any claim of such endorsement.
- (f) The Hirer must not give the address of any of the Premises as a postal address. Any post received at the Premises without prior agreement may be returned to the sender (if a return address is shown) or destroyed unopened if no return address is shown.

11. Right of Entry

Quaker Trading reserves to itself, its employees, agents and those authorised for the purpose, at all times a right of entry into the Hired Part of the Premises and a right to refuse admission or to eject from the Premises any person as they see fit and without giving a reason.

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12. Data Protection Legislation

Quaker Trading complies with current data protection legislation. Full details can be found within our Privacy Policy.

13. Music

- (a) Quaker Trading does **not** have a PRS licence for any Premises, therefore if a Hirer wishes to play recorded music e.g. a radio, CD or music channel, during an event it is the responsibility of the Hirer to obtain the relevant licence. The PRS website is: <http://www.prsformusic.com>
- (b) If the Hirer wishes to play live music or sing during the period of the room hire, permission must be requested at the time the booking is made.

14. Keyholders (This section does not apply to Central Manchester)

- (a) Some Hirers of our premises at Eccles, Sale, South Manchester, and Warrington are Keyholders.
- (b) Keyholders have particular responsibilities and must ensure that:
 - (i) all bookings are confirmed with our bookings office at Central Manchester (Mount Street) – email office@manchesterquakers.org.uk;
 - (ii) keys are kept safe at all times;
 - (iii) keys are not copied;
 - (iv) keys are promptly returned if Keyholders have no further bookings in the near future, or if Quaker Trading requests their return.
- (c) If a Keyholder's group is the last group to leave the building (when Staff are not present), the Keyholder must ensure that:
 - (i) everyone has left the building;
 - (ii) all fire exits and windows are closed and secure;
 - (iii) all kettles, urns, ovens and hobs are off, and switched off at the plug where appropriate;
 - (iv) all lights and any equipment used by the group (hearing loops, data projectors etc.) are switched off;
 - (v) the front door is properly locked behind you.
- (d) If a Keyholder's group is the not the last group to leave a building the Keyholder must ensure that:
 - (i) everyone in their group has left the building;
 - (ii) any fire exits and windows in the area of the Premises the Keyholder has been using are closed and secure;
 - (iii) all kettles, urns, ovens and hobs used by the group are off, and switched off at the plug where appropriate;
 - (iv) all lights and any equipment used by the group (hearing loops, data projectors etc.) are switched off.
- (e) **The Premises must never be left unlocked and unattended.**
- (f) Quaker Trading will hold the Keyholder responsible for any loss or damage caused by the Premises being left insecure and will require the Keyholder to pay for any necessary replacement or repair.