

Quaker Trading (Manchester & Warrington) Limited

TERMS AND CONDITIONS

All Events shall be subject without exclusion to the following Terms and Conditions.

In these Terms and Conditions the following definitions apply:

“Agreement”: the agreement made between Quaker Trading and the Hirer for the provision of Services, incorporating these Terms and Conditions. The Agreement is made when Quaker Trading provides the Hirer with a Booking Confirmation. The Agreement may be amended from time to time in accordance with these Terms and Conditions.

“Booking Confirmation”: written confirmation (usually by email) from Quaker Trading specifying the services that are to be provided under the Agreement.

“Booking Information”: the booking information provided by the Hirer in relation to all aspects of the Event, including but not limited to the nature of the Event, the numbers expected and the services required.

“Common Areas”: any paths and entrances, lobby, concourse, atrium, corridors, toilets, stairwells and lifts, as are available at the Meeting House. These may be used to facilitate an Event, but they do not form part of the Hired Part of the Meeting House.

“Event”: the event in respect of which the Hirer has made a booking.

“Guest”: any person attending the Event, whether explicitly invited by the Hirer or not.

“Hired Part of the Meeting House”: the hall, room or other part of the Meeting House hired, as specified in the Booking Confirmation.

“Hire Period”: the period of hire of any part of the Meeting House, as specified in the Booking Confirmation.

“Hirer”: the person(s), body corporate, or unincorporated association legally responsible for the hire of the Meeting House.

“Meeting House”: the buildings and grounds of any one of our five Meeting Houses at Central Manchester, Eccles, Sale, South Manchester, and Warrington.

“New User”: prospective Hirer who wishes to make a booking but who has not done so before or not for some time, and whose details are not already held by Quaker Trading.

“Quaker Trading” (Quaker Trading (Manchester & Warrington) Limited): 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.

“The Quakers”: Manchester and Warrington Area Quaker Meeting of the Religious Society of Friends or any official committee thereof.

“Services”: the hire of part or all of the Meeting House and/or the provision of services by Quaker Trading including food, beverages and equipment within the Meeting House.

“Staff”: any staff member employed by Quaker Trading.

“Terms and Conditions”: these terms and conditions.

1. **The Agreement**

Subject to the acceptance, observance and performance of the conditions set out in various parts of these Terms and Conditions, Quaker Trading hereby licences and authorises the Hirer and their Guests to enter upon and use such parts of the Meeting House as are specified in the Booking Confirmation for the sole purpose of holding the Event described in the Booking Information provided by the Hirer for the Hire Period.

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2. Lettings Policy

- 2.1. Quaker Trading reserves the right, at its absolute discretion, to refuse a proposed booking or to cancel a confirmed booking (whether from an established Hirer or New User) if:
 - 2.1.1. The aims and policies or practices of the Hirer (whether an organisation or an individual) or of the Event are in conflict with Quaker beliefs (as determined by the Quakers).
 - 2.1.2. Violence or the encouragement of violence at the Event may reasonably be anticipated.
 - 2.1.3. Contravention of health and safety or fire regulations may reasonably be anticipated.
 - 2.1.4. Misbehaviour has occurred at a previous Event organised by the Hirer.
 - 2.1.5. Previous invoices have not been paid in full and/or have been paid late.
 - 2.1.6. The Hirer is found to have disclosed false or materially incomplete information about themselves or the Event, whether in their new user form or subsequently.
 - 2.1.7. The Hirer persistently breaches these Terms & Conditions.
- 2.2. Staff will decide on refusals and cancellations on a case-by-case basis with regard to all the circumstances at the time. In unclear cases, Staff will refer the matter to the Quakers. The Quakers' decision is final.
- 2.3. The full written Lettings Policy is available on request.

3. Bookings and Confirmations

3.1. New Users

- 3.1.1. All New Users will be asked to fill in a 'new user form' giving details of themselves and their organisation and their work, aims, and policies for consideration by Staff. Any websites or social media accounts named on the form may be checked.
- 3.1.2. If insufficient information is provided on the new user form then further enquiries may be made.
- 3.1.3. It is the New User's responsibility to be truthful and to provide all relevant information in a timely fashion.
- 3.1.4. Quaker Trading cannot take confirmed bookings from a New User until the approval process is completed.
- 3.1.5. Quaker Trading reserves the right to determine whether a prospective Hirer is, or is not, a New User and to require a new user form from them.

3.2. Enquiries

- 3.2.1. An enquiry about the availability of any part of the Meeting House is not a booking (either provisional or confirmed) and rooms will not be held on the basis of an enquiry only.
- 3.2.2. If Quaker Trading is able to provide the Services enquired about then the prospective Hirer will be offered the opportunity to make a provisional booking.

3.3. Provisional Bookings

- 3.3.1. Provisional bookings can generally be held for up to 7 days – after that time they will be released if not confirmed by the Hirer.
- 3.3.2. At the end of the 7-day holding period the Hirer will be reminded (by phone or email) that it is time to confirm or cancel the booking. Quaker Trading

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reserves the right to cancel the provisional booking without further reference to the Hirer if confirmation is not received within 24 hours of the reminder being given.

- 3.3.3. 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 either at the time that the provisional booking is made or as soon as it becomes clear that the provisional booking cannot be held for the full period.

3.4. **Confirmed Bookings**

- 3.4.1. If the Hirer wishes to proceed with a Booking, the Hirer must provide written confirmation to office@meetinghousemanchester.co.uk.

- 3.4.2. When confirming a Booking, the Hirer acknowledges and agrees to these Terms and Conditions.

- 3.4.3. If a deposit is required for the Booking, the time for payment of this will be confirmed by Staff.

- 3.4.4. If the Hirer fails to pay any necessary deposit within the timescale specified then Quaker Trading reserves the right to cancel the Booking without further reference to the Hirer.

- 3.4.5. Quaker Trading will provide a written Booking Confirmation specifying the Hired Part of the Meeting House, the Hire Period and all Services that have been booked by the Hirer. The Booking Confirmation establishes that the Agreement has been made and gives Quaker Trading the right to charge cancellation charges as detailed within these Terms and Conditions.

3.5. **Final Details**

Final room setup, equipment and catering requirements (including final numbers) must be supplied and confirmed by the Hirer at least 7 days prior to the Hire Period commencing. Any changes after this date cannot be guaranteed.

3.6. **General**

- 3.6.1. It is the Hirer's responsibility to ensure that the Meeting House and the Hired Part of the Meeting House 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.

- 3.6.2. Viewing of the Meeting House is welcomed when pre-arranged with Staff.

- 3.6.3. All prices given in the Booking Confirmation are on the basis of the Booking Information provided by the Hirer and may be subject to change if details provided at that stage are later changed. In particular, any additional Services ordered will be subject to additional charges.

- 3.6.4. Prices are generally set annually. Where the price has not yet been set for the date of the proposed Booking the Hirer will be provided with an estimate to be confirmed as soon as possible.

4. **Use of the Meeting House**

- 4.1. The use of the Meeting House by Hirers is wholly controlled and managed by Quaker Trading.

- 4.2. The Hirer shall not use the Meeting House for any purpose other than those specified in the Booking Information and no activity or Event shall be permitted at the Meeting House which is not fully in accordance with the purposes so specified within the Booking Information or which would imperil any licence held by Quaker

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Trading. Quaker Trading shall be the sole judge as to whether any act or thing done or permitted is or is not in accordance with the purposes specified.

- 4.3. The Hirer agrees the following in relation to their use of the Meeting House:
- 4.3.1. The Hirer and their Guests must remain within the Hired Part of the Meeting House and must not disturb others' use of the Meeting House.
 - 4.3.2. The Hirer will not use any part of the Meeting House:
 - a. For any unlawful or immoral purpose or in any unlawful or immoral way;
 - b. In any way that could damage the reputation of Quaker Trading or the Quakers.
 - 4.3.3. The Hirer will not do anything at the Meeting House which is illegal or which may be or become a nuisance or may cause damage, annoyance, inconvenience or disturbance to Quaker Trading or any other people in the Meeting House or any owner or occupier of neighbouring property. The Hirer shall ensure that their Guests comply with this clause.
 - 4.3.4. The Hirer will not act in any way likely to invalidate or affect any insurance policy taken out in respect of the Meeting House and will ensure all Guests comply with this clause.
 - 4.3.5. The Hirer will not stick or pin any materials to the walls whatsoever.
 - 4.3.6. The Hirer will not display any materials or set up any registration tables in the Common Areas without the express written permission of Quaker Trading.
 - 4.3.7. The Hirer will not display any advertisement, signboards, flags, posters, signs or similar anywhere inside the Meeting House without the prior written consent of Quaker Trading and will remove the same if asked to do so by Staff.
 - 4.3.8. The Hirer will not obstruct any of the Common areas or make them dirty or untidy or leave any rubbish on them (save in the appropriate rubbish and recycling bins provided).
 - 4.3.9. The Hirer will leave the Hired Part of the Meeting House in a clean and tidy condition and remove all their own belongings at the end of the Hire Period.
 - 4.3.10. The Hirer will not sub-license or give up occupation of any portion of the Hired Part of the Meeting House to any third party. A breach of this clause shall immediately terminate the Agreement, except to the extent that the Hirer must nonetheless pay Quaker Trading in full, together with any further related costs and losses incurred by Quaker Trading.

5. Public Meetings

A Hirer holding a public meeting in the Meeting House must:

- 5.1. Familiarise themselves with and comply at all times with the relevant legislation governing public meetings, including (if relevant) legislation governing the period after an election has been called.
- 5.2. Inform Quaker Trading at the time of making the booking that the Event is intended to be a public meeting.
- 5.3. 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.

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- 5.4. 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.

6. Start and finish times

- 6.1. The Hirer will only be permitted to access the Hired Part of the Meeting House during the times specified in the Booking Confirmation.
- 6.2. Where the Hirer wishes to access the Hired Part of the Meeting House before the agreed start time or after the agreed end time of the booking, they will only be permitted to do this subject to availability and on payment of an additional charge.

7. Catering & Alcohol

- 7.1. **No alcohol is allowed anywhere at any of the Meeting Houses, including within the outdoor spaces.** Quaker Trading may at its absolute discretion terminate an Event if this clause is not complied with, in which case the Hirer will not be entitled to be reimbursed, either wholly or in part, for the cost of the booking.
- 7.2. At Central Manchester Meeting House:
- 7.2.1. The Hirer is not permitted to bring in food or other refreshments (including hot drinks) for its Guests to share.
- 7.2.2. Individual Guests may bring their own individual hot or cold drinks and sandwiches/packed lunch for their personal consumption.
- 7.2.3. There are no facilities for Guests to store, chill, prepare or heat their own food and no cutlery or mugs will be provided unless food or drinks are also being supplied by Quaker Trading.
- 7.3. At Eccles, Sale, South Manchester and Warrington Meeting Houses the Hirer may request permission to use the kitchen to prepare drinks and food (including shared meals). Permission will be subject to availability and a charge may be payable. Hirers who are permitted to use the kitchen must leave it in a clean and tidy state after use. Hirers must not use the kitchen without express permission.

8. Photocopying

- 8.1. The provision of photocopying is at the absolute discretion of Quaker Trading and is dependent on the availability of staff at the time it is requested.
- 8.2. 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 save that, with the agreement of the person requesting the photocopying, charges of less than £10 can be settled immediately by payment of cash.

9. Payments

9.1. Deposits

- 9.1.1. A New User must provide a deposit equal to the full value of the price of the room hire for their first booking, unless otherwise agreed in writing.
- 9.1.2. Quaker Trading may, at its absolute discretion, require a deposit for any booking, as specified at the time of booking.

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- 9.1.3. As above, if any Hirer fails to pay the required deposit within the specified timescale then Quaker Trading reserves the right to cancel the Booking without further reference to the Hirer.
- 9.2. **Invoices**
 - 9.2.1. By confirming the booking, the Hirer agrees to pay the price quoted for the Services contained within the Booking Confirmation and the price quoted subsequently for any additional Services that are confirmed.
 - 9.2.2. Invoices will generally be issued after the Event.
 - 9.2.3. Payment of the invoice is due within 30 days of the invoice date unless otherwise agreed in writing.
 - 9.2.4. 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.
 - 9.2.5. Quaker Trading reserves the right to refuse any further bookings until all the Hirer's overdue invoices are settled.
- 9.3. **Retention of Payments**

Quaker Trading reserves the right to retain any payments received following the cancellation of the booking in accordance with the cancellation charges set out in clause 7 below.
- 9.4. **Payment by Third Parties**

If the Hirer requests to Quaker Trading that payment is to be made by a third party, Quaker Trading will require written confirmation from the third party that they accept liability for such payment. This confirmation must be received by Quaker Trading no later than 48 hours prior to the start of the Hire Period. The Hirer remains responsible for full payment of all monies due, unless and until paid by the third party.
10. **Cancellation and amendments by Quaker Trading**
 - 10.1. In addition to the Hired Parts of the Meeting House described in the Booking Confirmation, Quaker Trading will use its reasonable endeavours to provide the Hirer with any of the Services listed on its website (www.meetinghousemanchester.co.uk) that have been booked and confirmed by the Hirer. However, in the event of Quaker Trading's inability to provide any or all of those Services, the Hirer hereby agrees to make no claim against Quaker Trading for or in respect of any loss, damage, delay, injury, costs, charges or expenses thereby sustained.
 - 10.2. Should Quaker Trading need to make any amendments to the Hirer's booking it reserves the right to use another venue (within reasonable proximity) to the same standard or higher than that booked without incurring any liability to the Hirer. The Hirer will have the right to cancel their booking and find an alternative venue without incurring any cancellation charges.
 - 10.3. Quaker Trading may cancel the booking or any aspect of it at any time without incurring any liability to the Hirer if:
 - 10.3.1. The Meeting House or any part of it is closed due to force majeure, i.e. acts of war, acts of God, decrees of government, riots, civil commotion, and any event or circumstance that is both beyond the control of any party and could not have been prevented by acting prudently, diligently or with reasonable forethought.

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- 10.3.2. The Meeting House is sold or no longer under the management of Quaker Trading.
 - 10.3.3. The Hirer becomes insolvent or enters into liquidation, bankruptcy or receivership or Quaker Trading has reasonable grounds for believing the Hirer is unable or unlikely to be in a position to make payment.
 - 10.3.4. The Hirer fails to pay the deposits requested.
 - 10.3.5. The Hirer is more than 30 days in arrears with any payment to Quaker Trading.
 - 10.3.6. The information given to Quaker Trading by the Hirer was false, inaccurate, or incomplete, or has changed, and in the light of new information the Quakers determine that the booking is in conflict with the Lettings Policy and/or might prejudice the reputation of the Meeting House, Quaker Trading or the Quakers and/or may pose a risk to the health and safety of anyone in the Meeting House.
- 10.4. Any poor behaviour towards Staff or others in the Meeting House will not be tolerated and, should it occur, Quaker Trading reserves the right to terminate the event immediately. In such a case no monies will be refunded to the Hirer. Future bookings may also be cancelled or refused.
 - 10.5. 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.

11. Cancellation by the Hirer

- 11.1. If the Hirer cancels an Event, the following cancellation charges will be due in accordance with the notice given:

More than 3 calendar months prior to the Hire Period	10% of room hire
More than 1 but less than 3 calendar months prior to the Hire Period	25% of room hire
More than 7 days but less than 1 calendar month prior to the Hire Period	50% of room hire
More than 72 hours but less than 7 days prior to the Hire Period	75% of room hire
Less than 72 hours prior to the Hire Period	100% of all charges (room hire + any food, drinks or equipment ordered) DDR bookings will be charged at 100% of confirmed numbers

- 11.2. At its discretion, Quaker Trading will waive or refund all or a portion of assessed cancellation fees in the event that lost revenue can be recovered by the sale of cancelled space to another Hirer.
- 11.3. Cancellation or non-confirmation of provisional bookings does not incur any charge.

12. COVID-19 Clause

- 12.1. Both the Hirer and Quaker Trading acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from the UK

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Government. The parties will communicate without delay any issues they may have in performing their obligations under this agreement.

- 12.2. The Hirer acknowledges that COVID-19 may require Quaker Trading to take one or more of the following measures for the safety of Staff and the safety of Guests attending the Event to which this booking relates:
 - 12.2.1. impose maximum numbers at the Event;
 - 12.2.2. limit food or drink availability;
 - 12.2.3. impose specific requirements regarding personal protective equipment such as the wearing of masks;
 - 12.2.4. limit any planned activities during the Event;
 - 12.2.5. designate alternative entrance and exit routes.
- 12.3. In some circumstances Quaker Trading might consider revising the charges.
- 12.4. If Quaker Trading is obliged due to specific Government restrictions to close the Meeting House, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and any deposit will be returned in full with no further payment required.
- 12.5. If the Hirer is unable to provide the agreed delegate numbers because of infections and/or travel restrictions, then Quaker Trading will offer either a proportionate reduced fee for the event or agree to cancel the booking and return the deposit and any additional sums already paid in accordance with mia guidelines. If delegate numbers decrease below 70% of the contracted number (notified by the Hirer in writing a minimum of 7 days prior to event), Quaker Trading reserves the right to cancel the Event.

13. **Health & Safety: General**

The Hirer must ensure that:

- 13.1. The Meeting House is safe for the purposes for which the Hirer intends to use it.
- 13.2. The Hirer's use of the Meeting House does not create any health and safety risks. The Hirer is responsible for ensuring all activities they and their Guests perform give reasonable consideration to all other users of the Meeting House.
- 13.3. Any electrical equipment the Hirer brings to the Meeting House 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.
- 13.4. All fire and safety regulations are observed. Naked flames of any kind (including candles) are not permitted inside the Meeting House. Smoking is allowed only in clearly designated outside areas.
- 13.5. At Central Manchester Meeting House, no helium balloons are taken into the Main Hall.
- 13.6. The maximum capacity of rooms, as advised by Staff either in advance or at the time of the Event, is not exceeded. If Staff are concerned that the numbers in a room are excessive then they have the absolute discretion to require Guests to leave and/or to refuse entry to additional Guests.
- 13.7. Adequate stewards are provided for large and/or public Events so as to ensure a smooth movement of Guests during the Hire Period and to assist in the direction of Guests in an emergency or evacuation. Where Quaker Trading deems that additional staffing or security will be necessary at an Event then the Hirer must provide or pay for this. If the Hirer refuses to do so then Quaker Trading reserves

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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.

- 13.8. Where permission has been granted for the use of registration or display tables or similar in Common Areas, these are placed in a sensible position that does not cause an obstruction or hazard.

14. Health & Safety: Emergencies & Evacuations

In the event of a fire or other event requiring emergency evacuation:

- 14.1. The Hirer is responsible for taking all reasonable steps to evacuate the Meeting House and to ensure the safety of their Guests and all others present. 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.
- 14.2. At Central Manchester Meeting House: The lift must not be used in the event of a fire. Prior to the first booking, Quaker Trading will provide the Hirer with the building evacuation plan and with forms that can be completed by any Guests who require a personal emergency evacuation plan (PEEP). The Hirer must ensure that Guests who cannot reasonably use the stairs are informed of the location of the first floor refuge areas and advise them to complete a PEEP form. The Hirer or any of their Guests is free to telephone or email staff to discuss evacuation plans in advance of their booking.
- 14.3. At Eccles, Sale, South Manchester or Warrington Meeting Houses, no Staff are available on site and the Hirer is solely responsible for the evacuation of Guests where necessary. In the event of a fire the Hirer must call the Fire Brigade immediately.

15. Welfare of People in the Meeting House

The Hirer shall ensure that:

- 15.1. Any activities involving children, young people and/or vulnerable adults comply with current child protection and vulnerable adult safeguarding requirements and legislation.
- 15.2. 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 cannot accept any responsibility whatsoever for the Hirer's failure to comply with this requirement.
- 15.3. Children are appropriately supervised at all times.
- 15.4. All current legislation and regulations are complied with by the Hirer during the Hire Period so as to ensure no discrimination takes place regarding age, disability, gender reassignment, marriage and civil partnership, race or nationality, religion or belief, sex, sexual orientation, or any protected characteristic. Quaker Trading cannot accept any responsibility for the Hirer's failure to comply with this requirement.

16. Damage

- 16.1. The Hirer must repay to Quaker Trading on demand the cost of reinstating or repairing all or any part of the Meeting House or any property of Quaker Trading which is damaged, destroyed, stolen or removed if the damage is in relation to or caused by the Hirer, their employees, agents, sub-contractors, Guests or any third party present at the Meeting House as a result of their connection with the Hirer.

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- 16.2. The Hirer must pay to Quaker Trading on demand the reasonable costs of additional cleaning if the Hired Part of the Meeting House requires more than usual cleaning following the Event.

17. Hirer's Property on the Premises

- 17.1. 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.
- 17.2. Where property is left behind without permission, Quaker Trading reserves the right to dispose of such property and the Hirer shall indemnify Quaker Trading against any claims arising out of such disposal.
- 17.3. Limited storage facilities may be available at the Meeting House and are the subject of separate hiring agreements and payment terms.

18. Copyright, Music, Sound, Filming and the Distribution or Sale of Literature

- 18.1. The Hirer will obtain prior permission from Quaker Trading before carrying out any of the following activities at the Meeting House:
- 18.1.1. 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;
 - 18.1.2. Distributing any advertising or promotional material, leaflets or flyers in relation to the Event; NB publicity materials and invitations to Events held at the Meeting House must carry the RSVP address of the Hirer, not the Meeting House.
 - 18.1.3. Affixing or attaching banners, bills or posters to any walls or fabric of the building or railings in the garden/building approaches;
 - 18.1.4. Selling books and other publications at the Meeting House.
- 18.2. Any free distribution of literature (by the Hirer or their Guests) shall be done inside the Hired Part of the Meeting House and not in the corridors or other parts of the building or grounds, including the entrance steps.
- 18.3. The Hirer is responsible for obtaining any entertainment, performing rights, or copyright licences or other permissions necessary for activities to be conducted at the Meeting House during the Hire Period. A copy of any necessary license(s) or permission(s) must be provided to Quaker Trading.
- 18.4. Any music played at an Event must not be audible outside the Hired Part of the Meeting House.
- 18.5. Photographs may only be taken within the Hired Part of the Meeting House or, if outside that Part, in an area agreed with Quaker Trading in advance.
- 18.6. The hire of all or part of a Meeting House 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.
- 18.7. The Hirer will not give the address of any of the Meeting Houses to any third party organisation as their postal address. Any post received at the Meeting House without prior agreement may be returned to the sender (if a return address is shown) or destroyed unopened if no return address is shown.

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19. Insurance, Indemnity and Liability

- 19.1. The Hirer shall at their own expense arrange insurance to cover and keep covered throughout the Hire Period all its risks and liabilities under this Agreement including risks of cancellation.
- 19.2. The Hirer hereby agrees to be liable for and indemnify and keep indemnified Quaker Trading from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief (including direct, indirect or economic or consequential loss) brought, made or awarded against or incurred by Quaker Trading (directly or indirectly) arising from:
 - 19.2.1. any use of the Meeting House by the Hirer or the third parties/individuals it permits access to the Meeting House under this Agreement;
 - 19.2.2. any breach or non-performance of all or any of the provisions contained in this Agreement on the part of the Hirer;
 - 19.2.3. any act or omission, default or breach of statutory duty on the part of the Hirer or anyone connected to the Hirer including those contracted by the Hirer;
 - 19.2.4. any claim by anyone connected to the Hirer for payment for work done or services rendered;
 - 19.2.5. subject to clause 19.7, any injury or death to persons in or about the Meeting House, damage to the Meeting House, the contents of the Meeting House or property or equipment of Quaker Trading, arising out of or in connection with the exercise by the Hirer of its obligations under this Agreement and/or the Hirer's occupancy of the Meeting House. This indemnity will not arise in the event that any of the above circumstances are caused as a direct result of the action or inaction of Quaker Trading or on following the specific orders of Quaker Trading.
- 19.3. Quaker Trading will not be accountable for any items brought on site by the Hirer or third parties at the start of Hire Period or left on site once the tenancy ends. If Quaker Trading agrees (in writing) for any items to be collected at a later date, these items will still be left at the owner's risk and liability remains with the owner.
- 19.4. Subject to clause 19.7, Quaker Trading shall not be liable or responsible for and the Hirer shall make no claim against Quaker Trading for or in respect of any loss, damage, delay, injury, costs, charges or expenses arising out of or in connection with all or any of the following matters or things namely:
 - 19.4.1. non-availability of any Meeting House for the exercise of the rights hereby granted or otherwise for the purpose of the Event by reason of fire, explosion, water, flood, storm, extreme weather condition, malicious damage, aircraft, war, terrorist action, statutory prohibition, riot, civil commotion, strike (whether of Quaker Trading's employees or by the staff of one of Quaker Trading's suppliers), lockout trade dispute, default by any other or former Hirer in complying with the terms of this Agreement or other cause outside the control of Quaker Trading;
 - 19.4.2. failure of or default in or breakdown of gas, water, telecommunications or electricity supply or of any apparatus installed or used in connection therewith (whether within or without any part of the Meeting House) or of any ventilation system or sanitary arrangements or convenience within or appertaining to the Meeting House or of any heating system normally serving any part of the Meeting House;
 - 19.4.3. theft breaking-in or trespass upon any part of the Meeting House;

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- 19.4.4. postal bookings which do not reach Quaker Trading;
- 19.4.5. loss or damage to any goods or other property whatsoever of the Hirer upon any part of the Meeting House (either within or without the Hire Period) except to the extent such a loss or damage has been caused by wilful negligence of Quaker Trading;
- 19.4.6. loss damage or injury arising from any cause whatsoever to persons visiting any part of the Meeting House during the Hire Period except in the case of injury or death to the extent that any such injury or death has been caused by negligence of Quaker Trading;
- 19.5. Without prejudice to clause 19.7, and notwithstanding anything contained in this Agreement, in no circumstances shall Quaker Trading be liable in contract, tort (including negligence) or breach of statutory duty, misrepresentation or otherwise;
 - 19.5.1. for any increased costs or expenses;
 - 19.5.2. for any loss or future loss of profit, business, contracts, revenues or savings; or
 - 19.5.3. for any special, indirect or consequential loss or damage of any nature whatsoever.
- 19.6. Subject to clause 19.7, Quaker Trading's maximum aggregate liability in contract, tort (including negligence or breach of statutory duty) shall be limited to a sum equivalent to the payments made by the Hirer for the hire.
- 19.7. Nothing in this Agreement shall exclude or in any way limit:
 - 19.7.1. either party's liability for death or personal injury caused by its own negligence;
 - 19.7.2. either party's liability for fraud or fraudulent misrepresentation; or
 - 19.7.3. any other liability which cannot be limited or excluded by law.

20. Right of Entry

Quaker Trading alone 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 Meeting House and a right to refuse admission or to eject from the Meeting House any person for any reason and without stating such.

21. Data Protection Legislation

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

22. Keys (This section does not apply to Central Manchester)

- 22.1. Hirers in Eccles, Sale, South Manchester and Warrington will generally be expected to let themselves in using the key safe system at the Meeting House.
- 22.2. Quaker Trading will change the key safe codes regularly to maintain security. It is the Hirer's responsibility to ensure that they have the correct and up to date code.
- 22.3. The Hirer must confirm all bookings with the office at Central Manchester and must not under any circumstances enter the Meeting House without having made a booking.
- 22.4. The Hirer must return the key to the key safe before leaving the Meeting House.
- 22.5. Before leaving the Meeting House the Hirer must ensure that:
 - 22.5.1. everyone from their group has left the building;
 - 22.5.2. all fire exits and windows are closed and secure;

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- 22.5.3. all kettles, urns, ovens and hobs are off, and switched off at the plug where appropriate;
 - 22.5.4. all lights and any equipment used (e.g. hearing loops, data projectors etc.) are switched off;
 - 22.5.5. the front door is properly locked (unless another Hirer is present in another part of the Meeting House).
- 22.6. **The Meeting House must never be left unlocked and unattended.**
- 22.7. The Hirer will be responsible for any loss or damage caused by the Meeting House being left insecure and Quaker Trading will require the Hirer to pay for any necessary replacement or repair.