

## Corporate Terms & Conditions

The following Terms & Conditions are the basis of the contract with the Monastery Manchester Limited and you. By signing this agreement you agree to the content and are bound by the 'Terms and Conditions' listed within this document.

If you wish to confirm your booking for your forth-coming event with us at The Monastery Manchester Ltd, **please sign both copies of the Terms and Conditions below and return both copies to us with the requested deposit** made payable to 'The Monastery Manchester Ltd' on Gorton Lane, Manchester M12 5WF.

On receipt of this signed agreement we will counter sign a copy and return this to you as confirmation that your event is booked.

I/We agree to the Terms and Conditions as listed:

### ***Signed on behalf of the Client***

*Full Name(s)*

*Position*

*Company/Organisation*

*Address*

*Telephone Number:*

*Date of Signing:*

*Signature(s)*

*Date of Event :*

*Contracted Number:*

### ***Signed on behalf of The Monastery Manchester***

*Full Name*

*Position :*

*Date of Signing:*

*Signature:*

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**The Monastery Manchester Ltd**, Gorton Lane, Manchester M12 5WF Telephone +44 (0)161 223 3211 Facsimile +44(0)161 230 8741 events@themonastery.co.uk [www.themonastery.co.uk](http://www.themonastery.co.uk)

## 1. The Monastery Manchester Regulations

'The Client' means the person as named on the signature page and with whom the contract is signed accepts responsibility for all equipment loaned/hired to them during the use of The Monastery Manchester. The Client will be liable for any losses thereof until the equipment has been returned to the possession of The Monastery Manchester in full working order.

The Monastery Manchester does not accept any responsibility whatsoever for loss (including theft) of any property (items for sale, or like) or any damage sustained by or to such persons or property other than claims except where the same is proven to have arisen out of The Monastery Manchester's servants or agent's negligence. The Client is advised to take out insurance in respect of any such losses. In particular The Monastery Manchester will not be held responsible for any property left unattended in conference/function rooms or cloakrooms.

All Licensing and Statutory regulations to which The Monastery Manchester is subject, including those relating to fire precautions and entertainment, must be strictly observed by the Client at all times.

Any clerical, typographical or other error or omission in any sales literature, quotation, price list, and acceptance of offer, invoice or other documentation/information issued by The Monastery Manchester shall be subjected to correction without any liability on the part of The Monastery Manchester.

## 2. Charges & Payment

All charges quoted do include VAT

### **Deposit / Payment Schedule:**

- i. The Monastery Manchester requests a deposit of £1,750 to secure the booking, unless another amount is agreed at the time of confirmation. This deposit is non-transferable and non-refundable. The specified amount must be paid within 7 days to secure the booking. If payment is not received within 7 days, the date will be released.
- ii. Twelve months prior to the event date 50% of the total balance due is payable
- ii. Six months prior to the event date 75% of the total balance due is payable
- iv. The full remaining balance is payable 3 months prior to the event date.

**Method of payment:**

iv. The Monastery Manchester accepts payment by cheque (payable to 'The Monastery Manchester Ltd'), by BACS, by switch/maestro or credit card (VISA/Master card only). Please note that a 2% charge is incurred if paying by a credit card.

v. The Monastery Manchester reserves the right to charge 2.5% per month on all outstanding balances.

**3. Cancellation Policy****Cancellation by the Client:**

In the unfortunate circumstances that you have to cancel, postpone or reduce your confirmed booking at any time prior to the event, The Monastery Manchester's cancellation policy is as follows:

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From 12 to 6 months prior to the event 75% of all costs and pre-ordered items

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From 6 to 3 months prior to the event 100% of all costs and pre-ordered items

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Any cancellation should be advised in writing.

**Cancellation by The Monastery Manchester**

The Monastery Manchester may cancel the booking:

- i. If The Monastery Manchester or any part of it is closed due to fire, flood, accident, act of war, industrial dispute, act of God or by order of any public authority or for any reason outside of its control
  - ii. If the client becomes insolvent or enters into liquidation or receivership
  - iii. If the client is more than 30 days in arrears with any payment to The Monastery Manchester
  - iv. If it might prejudice the reputation of The Monastery Manchester.
  - v. The Monastery Manchester will not be liable for consequential damage of any nature for any reason as a result of any act or circumstances beyond reasonable control including but not limited to those elements highlighted in (i.) above
- In any such event The Monastery Manchester will have no further liability to the client.

#### **4. Catering & Event Terms**

The Booking Agreement confirms the booking details for your event including the reserved rooms and estimated timings. If there are any amendments to this agreement please advise prior to signing. The Monastery Manchester reserves the right to charge additional costs for any changes relating to rooms reserved or an extension of timings (subject to availability).

**Four weeks prior to arrival**, the Client must provide The Monastery Manchester with the following information:

- i. Rooms required (please note if additional rooms are required from the initial booking then these will be subject to availability)
- ii. Running order of the day including timings
- iii. Any special requirements, dietary or otherwise

**Two weeks prior to arrival**, the Client must provide The Monastery Manchester with the following information:

- iv. Final numbers for the event and catering purposes. Please note that you will be charged for the numbers provided at this time. Numbers can be increased until 72 hours prior to the event but any decrease in numbers will be charged for

Where such information is not available; The Monastery Manchester shall be under no obligation to meet specific requirements although it will endeavour to do so. If dates or size of bookings alter, revised rates may be applicable. Minimum numbers apply to each booking.

The Client should liaise closely with The Monastery Manchester's event team to provide further details of the booking in the run up to the event.

The Monastery Manchester reserves the right without prior notice to change the Client's assigned function room for one of equal suitability.

The communications changing any item detailed above must be in writing to The Monastery Manchester.

Connection to the Monastery's three phase energy supply attracts a supplementary charge of £500 excluding VAT per day.

#### **Food and Alcohol**

The Monastery Manchester has the exclusive rights to provide refreshments consisting of food, liqueurs and other beverages at your event. Items of this nature cannot be brought onto the site. No food or alcohol may be brought into The Monastery Manchester for consumption by the client without written permission of The Monastery Manchester. If corkage is permitted please be aware that any bottles not consumed will be returned to the client but the corkage fee is non refundable.

#### **Parking**

All vehicles are parked at the owner's risk and The Monastery Manchester can accept no responsibility in respect of loss or damage. Additional security will be advised at the point of enquiry and charged to the client.

### **Monastery Manchester Property**

The Monastery Manchester requests that you, nor any guests attending your event, remove any items from its premises or damage any items. In the event that items are removed or damaged such as (but not limited to) decorations, candles, glass water bottles, candelabras then you as the Client will be liable for full repair or replacements costs. The Monastery Manchester will invoice these accordingly.

### **Pricing**

The numbers of guests are based on the numbers booked and referenced on your confirmation. This will be the minimum number charged unless otherwise stated. The price quoted per head is based on the minimum numbers advised in respect of the menu chosen at the point of confirmation. The company reserves the right to charge for the minimum numbers stated or upwardly revise the price quoted per head if the said minimum of guests is not achieved.

Functions that are more than 12 calendar months away may be liable to a price increase.

### **5. Damage Liability & Anti Social Behaviour.**

The Client assumes that responsibility for any and all damage caused by them or any of its guests or other persons attending whether in any Friary rooms, Main Space, Private Chapel, Gardens, or car park and grounds.

The Monastery Manchester reserves the right to judge acceptable levels of noise/behaviour of the Client and/or guests, and the Client must take all steps necessary to prevent a nuisance. In the event of failure to comply with management requests, The Monastery Manchester reserves the right to terminate the contract and stop the event without liability to give any refund or compensation.

The Monastery Manchester operates a strict alcohol, drugs and substance abuse policy and will reserve the right to terminate any event and/or to remove persons from their premises if it is found that there is any breach against this policy.

Crowd disbursement at the end of any event will be controlled and the Client should ensure that all guests leave the premises with reasonable noise levels taking into account The Monastery Manchester is within a residential area.

Affixing signs, displays and posters to walls may not take place exempting extreme circumstances but not without confirmation and written agreement from the event team. Signs/displays/posters must be free standing and not damage the building in any way. (See Heritage Guidelines).

Permission to affix signs/displays/posters/constructions to walls in such circumstances must be obtained in writing from the Events manager at least 14 days prior to the event.

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Venue dressing and erection of any temporary construction must be discussed/agreed with written consent by the events team prior to the Client undertaking the commissioning of such structures.

## 6. Sound and Lighting System.

The Monastery Manchester has a Sound and Lighting System which cannot be removed. Price on application. Irrespective of use, the system will be checked as operational before and after your event. If the system is damaged in any way during your event, you will be liable for full repair or replacements costs.

## 7. Heritage Guidelines & Restrictions

All aspects of any event must be signed off by The Monastery Manchester at least 4 weeks prior to the event. This includes all aspects of the following:

Room Layout

Equipment (sound, lighting, staging, entertainment/live music) and branding/marketing e.g. Pop up banners

Access time

External Suppliers names for sign in and out including onsite contact telephone numbers of all external suppliers

Copies of all external suppliers Public Liability insurance and PAT testing documentation and any risk assessment documentation if applicable

No items are to be attached/affixed to the walls in the cloister or main space at any time. This includes using temporary adhesive such as blue tac, sellotape etc. Do not use tape to secure electrical lighting etc, on the stone pillars or tiles. It is forbidden to attach anything on to the windows in the cloisters or Main space.

**Moving erecting equipment** in the **sanctuary** (the tiled area near the Main Altar) is not permitted without previously putting down a protective covering for the floor to protect the tiles.

**Climbing on or storing** equipment/displays on any of the Altars is permitted.

All **stands or screens** must be free-standing and not touching the walls or structure of the building.

No dangerous or hazardous items are to be brought on to the premises. Use of **pyrotechnics** or machines to stimulate **smoke** is not permitted without prior arrangement. As we are situated within a residential area, use of **fireworks and pyrotechnics** is also not permitted outside.

If proposals are acceptable a full risk assessment must then be carried out with the local police and fire officers as well as the Monastery's heritage and health and safety advisers. If approved, special arrangements must be made with local residents and adjoining property owners.

**Scaffolding must be free standing and not secured** to the fabric of the building. Any scaffolding or staging in the sanctuary area must have the load spread as widely as possible (out to the side altars) with the proposed method of installation cleared with the Monastery prior to installation (allow at least 6 weeks prior to the event date for full clearance of proposed staging).

**Smoking is not permitted** anywhere in the building. Please use the designated smoking area. The Client accepts responsibility for any damage to the premises or its contents caused by you, your guests or a third party supplier employed by you. The Monastery Manchester reserves the right to invoice you for any repair, damages or loss. If there is any uncertainty with regards to the above guidelines, please do not hesitate to ask The Event Team.

**Please respect the residences around us** and refrain from creating a **statutory noise nuisance** [as defined by the Environmental Protection Act 1990] and you must satisfy yourselves that you comply with the requirements of the Clean Neighbourhoods and Environmental Act 2005, as well as the noise Act 1996 1.

While the main space has been deconsecrated and is no longer in use for regular religious services, we would ask that you respect the embodied spirit of the place which was for many years home to a worshipping Catholic community and ask that you consider whether any aspect of your event could give rise to criticism or offence, prior to or during any event. The Monastery Manchester reserves the right to remove, halt or cancel any aspect of an event that may be deemed offensive to anyone at any time.

1. LAeq (EN) should not exceed LA90 (WEN) by more than 5dB and the L10 (EN) should not exceed L90 (WEN) by more than 5dB in any 1/3 octave band between 40 and 160Hz. [EN = entertainment noise level; WEN = representative background noise level without the entertainment noise, both measured 1m from the façade of a noise-sensitive premises].

## **8. Suppliers**

The Monastery Manchester reserves the right to use only pre-approved suppliers for all sub-contracted elements of any event. The Client must use only companies that have been pre-approved for the following aspects of their event.

- Venue Dressing
- Security
- Set Design
- Staging / Sound / Lighting
- Audio Visual
- Entertainment

Please ensure that any external door which you unlock is re-secured once you are inside the building. Any damage occurring due to negligence of this rule by suppliers will make the supplier responsible and liable.

## 9. Data Protection

Any information and data provided by the Client to The Monastery Manchester and used by the Monastery Manchester directly or indirectly in the performance of this Agreement shall remain at all times the property of the Monastery Manchester.

The Monastery Manchester shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the client's data and information.

In the event of termination of this Agreement the Monastery Manchester shall when directed to do so by the Client erase all information and data including copies provided by the Client.

The Monastery Manchester agrees to comply and have adequate measures in place to ensure that its staff complies at all times with the provisions and obligations contained in The Data Protection Act 1998 (as amended from time to time).

All personal data acquired by The Monastery Manchester from the Client shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of the Client.

## 10. Conclusion

This agreement will be governed by English law and the parties submit to the non exclusive jurisdiction of the English court.

No contract shall exist between the Client and The Monastery Manchester until this agreement is signed by both parties. No variations of these conditions shall be effective unless confirmed in writing and agreed by both parties.

If any condition within this agreement is found to be valid or unenforceable this shall not affect the remaining conditions of this agreement.

This booking shall not be assigned to a third party to use the Monastery Manchester's facilities, other than for the purpose stated, without prior permission of The Monastery Manchester.



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