



**Manchester
Metropolitan
University**

**ALL SAINTS PARK EVENT BOOKING
FORM**

Key Contact at MMU: *[Insert Name]*
[Insert Address]
[Insert Contact Number and email address]

Contact in the case of emergencies: *[Insert Contact Details]*

Event (including anticipated maximum number of attendees)	
Date and Time	
Organiser's Name	<i>[Where this is a company or other legal business entity please provide the company name and registered number]</i>
Organiser's address and contact details	
Purpose of Use	
Additional Information	<i>[Insert any specific information relevant to the booking ie children attending, use of facilities]</i>
Credit card to be recharged* to remedy breaches to T&C's	<i>Card No: Name on Card: Expiry Date: 3 digit security code:</i>

All Saints, Oxford Road, Manchester, M15 6BH

By signing this Booking Form I/we understand that I/we are agreeing to comply with the attached Terms and Conditions. I/we have read and fully understand the Terms and Conditions and have had the opportunity to raise any questions or concerns with MMU before signing. This Booking Form and the Terms and Conditions will comprise the Agreement between us. I/we understand that MMU will make no charge for the booking, however, by entering into this Agreement I/we accept responsibility for paying all charges, expenses or costs arising under this contract, debited from the credit card provided in this booking form. I/we understand that I/we may not transfer any rights under this Agreement to any other person or organisation. I/we understand that it is my/our responsibility to ensure that our employees, agents and attendees adhere to the Terms and Conditions.

Signed:
Full Name:
Position: (if applicable)
Date:

Terms and conditions

Your Use of the Park

1. The University reserves the right to refuse a booking at its sole discretion and without providing a reason. All bookings are on a provisional basis only until you sign this Agreement and will not be binding until it is then countersigned by an authorised officer at MMU and confirmation of the booking is issued to you. If you want to make any changes to the booking then you must inform MMU in writing and if such changes are reasonable they may be accepted by MMU and such changes, once accepted by MMU in writing, shall amount to a variation to this Agreement.

MMU grants you permission to use part of (as agreed with and directed by MMU) All Saints Park (the "Park") (on a non- exclusive basis) on the date and during the times specified on the Booking Form only. The permission and this Agreement will expire immediately at the end of the Event (save for those provisions that survive termination or expiry) and such permission will not confer any tenancy or such other interest upon you. MMU reserves the right at all times to enter the Park for any reason. Permission to use the Park for your Event, does not prohibit other users from accessing, using or otherwise enjoying the Park. You must comply with all reasonable directions and instructions provided by MMU and its employees or permitted agents during the Event.

Your Responsibilities

- 2.1 The Event must be properly supervised by you at all times. It is your responsibility to satisfy yourself that the Park is suitable for the Event. MMU gives no warranty that the Park is suitable or fit for any specific purpose including for use for the Event. The Park is not to be used by you for any purpose other than the Event and the Purpose specified

on the Booking Form (or as otherwise agreed by any variation to this Agreement in accordance with Clause 1). You will ensure that the Event finishes on time. In particular, you confirm that as part of the Event you will not and you will procure that your employees, agents and attendees do not:

Make any alteration or improvement in the character or design of the Park; construct or commence the construction or erection of any buildings, structures or platforms; use amplifiers / loudspeakers or equipment of a similar nature or play music or other audio; bring hazardous or dangerous items onto the Park; bring alcoholic beverages or materials onto the Park; serve food or beverages, use the Park for unlawful or immoral purposes; complete any act that may cause a nuisance to MMU or other Park users or neighbours; bring animals to the Event; complete any sporting , activities as part of the Event; hold or permit to be held any sale by auction; or use the Park for the open storage of goods or materials.

Further:

- You will ensure that your Event does not interfere with other Park users' peaceful enjoyment. In the event that we require a person or persons to be removed from the Park who is associated or attending your Event this will be at your own cost and without liability on our part.
- You shall not display or fix any permanent signage, banners or notices to any part of the Park. Any temporary signage will only be allowed if agreed with MMU 5 working days prior to the Event. MMU reserves the right to ask you to remove (at which point you shall remove) any agreed temporary signage if in MMU's reasonable opinion it is untidy or has otherwise been altered in such a way as to be inappropriate or offensive.
- You will ensure that the maximum number of attendees at the Event will not exceed a total of 200. Upon booking, you will

inform MMU of the expected number of attendees and advise MMU in writing if anticipated numbers are subject to change.

- You will not use MMU's name, logo or trademark(s) without our prior written consent.

Licensing, Permissions or Consents

- 2.2 You are responsible (including all associated costs) for ensuring that you obtain any licence or other consent or permission (of a private or public nature) that is required in order for you to deliver your Event or to complete any of the activities that may take place during the Event. You will not do, omit to do, or permit any act that might constitute a breach of applicable laws including breach of any statutory or licensing requirements. Any application for consent or a licence should not be made until this Agreement is fully signed.

Health and Safety

- 2.3 You will be responsible for the security and safety of your Event. You will be responsible for all health and safety obligations relating to your Event and all equipment and materials used by you for it. All electrical equipment brought onto the Park must hold a current PAT test certificate. You will be responsible for all damage and losses to persons or property caused by electrical equipment and wiring. MMU will not be liable for any loss you incur due to any inability of you to operate any equipment you intend to use nor will MMU be liable for any damage to property resulting from your use of the Park. MMU will not supply any facilities such as electricity, gas or water. You must ensure that you, your employees, agents and Event attendees observe all of our health and safety practices and procedures as notified to you (if applicable).

You are responsible for producing and providing us with a risk assessment for your Event and any activities associated no later than 14 working days before the Event. The event will not be authorised to

proceed until MMU has approved this risk assessment. In the event of a reportable incident occurring in connection with the Event you will be responsible for ensuring that the relevant authorities and MMU are notified.

- 2.4 You recognise that MMU operates a no smoking campus.
- 2.5 Events that include children (those under the age of 18 years) must be disclosed to us on the Booking Form. If your Event will involve the attendance of children you shall remain responsible for all legal safeguarding requirements including adequate supervision.

At the end of the Event

- 2.6 At the end of the Event you will leave the Park in a clean and orderly state and remove all rubbish and litter and any equipment brought upon the Park by you. You will make good any damage that has been done to the Park as a result of the Event or by attendees at the Event. MMU shall be entitled to invoice you for the costs of undertaking, or engaging contractors to undertake, this restoration in the event you fail to do so, or, should you not make good any damage or leave the Park in a clean and orderly state, all to the satisfaction of MMU. As an example, failure to remove rubbish will result in a minimum charge of £10 per 80L plastic sack left behind. Should there be a need to also collect up rubbish, this will be charged at £20 per hour.

3. Liability

- 3.1 In recognition of the fact that MMU is not making any charge to you for your use of the Park for the Event, you agree that MMU will not be liable to you or to any of your employees, agent or Event attendees for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you or arising out of this Agreement or your use of the Park. Without prejudice to the generality of the foregoing, MMU will not be liable for any damage to

property; any act causing the Park to be temporarily closed or the Event to be interrupted or cancelled; third party claims made against you or any other event or circumstances otherwise arising out of your use of the Park. We do not exclude or limit liability in respect of death or personal injury resulting from our negligence, or for fraud or fraudulent misrepresentation. MMU shall not have any liability to you for any indirect or consequential losses (even if we were informed of their possibility), and nor do we accept liability for any economic loss: loss of profit or anticipated savings arising further to this Agreement and/or following any termination of this Agreement by us.

- 3.2 You will indemnify and keep MMU indemnified in full against all liability, loss, damage, costs and expenses incurred by or awarded against us (including for the avoidance of doubt any third party claims or regulatory sanctions) as a result of or in connection with the Event or any breach of this Agreement or applicable laws. Any loss or damage to our buildings, the Park or contents is your full responsibility and repair or replacement (in our sole discretion) will be paid by you.
- 3.3 You must ensure that you are full insured by a reputable UK insurer against all losses and liabilities referred to within this Agreement. At the time of booking you will need to provide MMU with a copy of your valid public liability insurance cover which shall have a minimum cover limit of £5,000,000 (five million) and which covers the full period of the Event 14 working days before the Event.
- 3.4 The provisions of this clause 3 shall continue after expiry or termination of this Agreement howsoever occasioned.

Termination and Cancellation

- 4.1 Either party reserves the right to cancel the booking and terminate this Agreement for any reason and without liability by providing 14 days' notice in writing. MMU shall be entitled (without liability) to terminate this Agreement with immediate effect by providing notice in writing if:

- the details of the Event materially change or if the purpose of use is different than confirmed upon the Booking Form
- the number of attendees exceeds the maximum previously agreed between us
- If you are in breach of any of the terms of this Agreement
- You are unable to supply us with an appropriate risk assessment in accordance with Clause 2.3 and /or your insurance documents in accordance with Clause 3.3.
- If in our reasonable opinion your use of the Park or the Event may cause us embarrassment or otherwise adversely affect our reputation.
- If MMU is unable to honour the booking due to unforeseen circumstances or events beyond its reasonable control
- You cease or threaten to cease carrying on business; are unable to pay your debts as they fall due or becomes insolvent; enter into any arrangements with your creditors; take or suffers any step in relation to winding-up dissolution or administration; or have an administrator, receiver or any similar officer appointed in respect of your assets.

- 4.2 Upon termination consent for you to use the Park for the sole purposes of the Event shall be immediately revoked.

5. Other Provisions

- 5.1 All notices given under this Agreement shall be in writing and shall be delivered personally or sent by first-class post or recorded delivery to the addresses set out within this Agreement.
- 5.2 In the event of any difference or dispute arising between the parties concerning the interpretation or validity of this Agreement or the rights and liabilities of the parties hereunder then both parties will in the first instance attempt in good faith to discuss and negotiate a settlement of such dispute between appropriate personnel. In the event that a resolution is unsuccessful the Parties will escalate the

dispute within 10 working days to more senior personnel of the Parties who will again attempt to settle the dispute or matter at issue. If such discussions fail, the Parties shall be at liberty to adopt any alternative dispute resolution methods as they deem appropriate.

- 5.3 Nothing in this Agreement confers or is intended to confer any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said Act are hereby expressly excluded.
- 5.4 This Agreement constitutes the entire Agreement and understanding between the parties at the date of the Agreement on the matters covered by it. This Agreement consists of the Terms and Conditions and the Booking Form. In the case of any inconsistency with any other document, such as an acknowledgement, purchase order or contract terms sent by you to us or any other communication between us whatever may be their respective dates the provision of this Agreement (including the Terms and Conditions) shall prevail unless expressly varied in writing.
- 5.5 MMU will always process your personal information in accordance with the Data protection Act 1998, its registration with the Information Commissioner's Office (MMU: Z5710637) and its Data Protection Policy. Please see www.mmu.ac.uk/policy and www.ico.gov.uk/register for further information. You will note our obligations under the Freedom of Information Act 2000 and any codes of practice and best guidance notes issued by the government and appropriate enforcement agencies. You particularly note that we may be required to provide information relating to this Agreement or yourself to a person in order to comply with our obligations under the aforementioned legislation.
- 5.6 This Agreement shall be governed by and construed in accordance with English Law and each party agrees to submit to the exclusive

jurisdiction of the English courts. Any reference to legislation is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification. You shall comply with all applicable laws, including but not limited to all health and safety legislation and regulations, the Equality Act 2010 (to the extent it applies to your use of the Park or the provision of the Event) and the Bribery Act 2010.