

Events Booking Form

Day and Date of event: _____

PO/enquiry number: (your reference) _____

Event Title: _____

Event times – start: _____ end: _____

Access required from: _____ to: _____

Set up times – from: _____ to: _____

from: _____ to: _____

Will you require access the day before? _____

Equipment you will bring: (stage, lighting etc) _____

Rehearsal times – from: _____ to: _____

Please note: Due to Cathedral rehearsals/services it is not possible for you to set up or rehearse during the following times, set times may be increased outside of term-time.

Monday to Thursday:

9.00am – 9.45am; 1.00pm – 1.45pm; 4.30pm – 6.30pm

Friday: 9.00am – 9.45am; 1.00pm – 1.45pm; 4.30pm – 5.00pm

Saturday: 9.00am – 9.45am; 3.00pm – 6.30pm

Sunday: Until 12.30pm; 3.30pm – 6.30pm

Numbers expected: _____

(See Terms and Conditions No. 9 for guidance)

Organisation: _____

Contact name: _____

Address: _____

Postcode: _____

Invoice address: (if applicable) _____

Postcode: _____

Telephone: _____

Email: _____

Will there be any groups of children, young people or vulnerable adults involved? If so, please provide name & contact details of Safeguarding staff member. (See Terms and Conditions No 24. for further guidance)

Areas required:

Nave	Chapter House
Library	Kitchen
Regimental Chapel	Cathedral Visitor Centre
Refectory	Jesus Chapel

Will you require these rooms all day? _____

Requirements and Extras:

Wi-Fi	Cathedral Sound / PA system
Digital projector and screen	Gentlemen of the Choir
Flip charts	Piano
PC laptop	Accompanist
Uplighters	Nave furniture and Choir Stalls removed

Number of tables required: _____

Number of chairs required: _____

Visiting choir: (name & total numbers) _____

Visiting orchestra: (name & total numbers) _____

Names of Catering and AV Supplier : _____

Timings during period of hire: (i.e. Breaks, lunch) _____

We are an eco-church and therefore encourage our external caterers to consider the use of Fairtrade supplies and minimise food waste where possible

Will the event be recorded? Yes No

Will you be leaving items overnight? Yes No

Rooms and facility charges

I understand that there is an out of hours access charge of £300 per hour for access before 8.00am and after 11.00pm, this includes derigging time.

I understand that charges relating to the cleaning, security, porter set-up and staffing of the Cathedral for events will be in addition to the hire fee charges. This may also includes staff accommodation for evening events.

I have read and agree to comply with the Terms and Conditions contained within this booking form.

Signed: _____

Print: _____ Date: _____

Please return this form to:

Anthony O'Connor, Commercial Director
Manchester Cathedral

Manchester Cathedral Hire Limited (Company No. 08808544)

Victoria Street, Manchester, M3 1SX

T: 0161 833 2220 E: beapartofit@manchestercathedral.org

www.manchestercathedral.org



Events: Terms & Conditions

1. Parties, Definitions and Interpretations

1.1 The parties to this Agreement are Manchester Cathedral and the Hirer.

1.2 In these Conditions the following definitions shall apply:

Additional Charges	Means any fees that may be chargeable by Manchester Cathedral for: (i) any n to numbers, seating or staging plans, services, times, dates or areas used in addition to those agreed in the Event Booking Form; and (ii) any additional services including but not limited to the Hirer's use of the Stoller organ; any charges assessed on the Hirer or Manchester Cathedral by PRS for Music; and any other additional charges referred to in this Agreement
Agreement	Means the contract concluded between Manchester Cathedral and the Hirer that consists of these Conditions, the agreed and signed Event Booking Form, and Event Instructions, and any subsequent variations of the same agreed by the parties. In the event of any conflict or inconsistency between any of these documents and the Conditions, the provisions of the Event Booking Form prevail over the Event Instructions and the Conditions, and the provisions of the Event Instructions prevail over the provisions of the Conditions.
Chapter	Means the sole governing body of the Cathedral and Collegiate Church of St Mary, St Denys and St George in Manchester (charity number 1207769) that has ultimate responsibility for the care and management of the Venue and the conservation of its walls and fabric.
Event	Is the activity/function taking place at the Venue during the Period of Hire, as described in the Event Booking Form in accordance with the Conditions.
Event Booking Form	Means the document recording the details of the Event, including the Hire Charge, agreed between Manchester Cathedral and the Hirer at the time of booking.
Event Instructions	Means the details of the Event, including any alteration to numbers, times, dates or areas used, including seating and staging set up and as agreed between Manchester Cathedral and the Hirer prior to the Event.
Hirer	The person(s), corporate body or charity and/or its authorised representative who have contracted with Manchester Cathedral under the Agreement for the Event.
Hire Charge	Refers to the charges (incl. VAT (as applicable) at the prevailing rate), to include the Venue Hire Charge and any other charges as included on the Event Booking Form and any further Additional Charges incurred by the Hirer in relation to the Event.
Guests	All persons attending the Event, whether as a result of purchasing a ticket for the Event or by invitation of the Hirer or otherwise.
Legislation	All legislation, laws, regulations and policies, including Manchester Cathedral's policies and procedures, that apply to the holding of an event at the Venue and to the care and conservation of the Venue, including but not limited to The Care of Cathedrals Measure 2011, Martyn's Law (the Terrorism (Protection of Premises) Act 2025) and the Health and Safety at Work etc Act 1974.
Manchester Cathedral	Manchester Cathedral Hire Limited, company number 08808544
Manchester Cathedral Representative	The Manchester Cathedral representative nominated in the Agreement as the person in charge of the Event and who has the authority to act on behalf of Manchester Cathedral.
Period of Hire	Is the period of time as described in the Event Booking Form and includes any time required by the Hirer to rehearse, set up, clear and vacate the Venue.
Third Party or Third Parties	Means any person or organisation who is engaged by the Hirer to provide a service on behalf of the Hirer in relation to the Event.
Venue	Refers to any room, ancillary area or grounds, on the Manchester Cathedral estate, or any other area or grounds outside of the Manchester Cathedral estate, designated in the Event Booking Form and to which the Hirer has been granted permission to enter and/or use under the Agreement.

1.3 Any notice or other communication which is to be given by either party to the other shall be sent by email. Such notices or communications shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

2. Application for Hire

- 2.1 All bookings will be treated as provisional and the Hirer shall have no rights pursuant to this Agreement until:
- 2.1.1 a signed Agreement is received from the Hirer with 14 days of the date of issue to the Hirer; and
 - 2.1.2 the Hirer has made payment of Manchester Cathedral's invoice submitted at the time of booking in accordance with Condition 18.1.
- 2.2 In the event that Manchester Cathedral receives an enquiry from a third party for a provisional booking for the proposed date of the Event before the Hirer has complied with its obligations under Condition 2.1.1 and 2.1.2, Manchester Cathedral reserves the right to make the Venue available for booking by other parties and make such booking without notification to the Hirer.

3. Hire Agreement

- 3.1 The Period of Hire, Venue and service(s) to be provided will be agreed between the Hirer and Manchester Cathedral and shall be detailed on the Event Booking Form together with the permitted number of Guests.
- 3.2 The Hirer must pay a non-refundable deposit to Manchester Cathedral in accordance with Condition 18.1 to secure the booking.
- 3.3 The Hirer will meet the costs of the Event as set out in the Event Booking Form, as well as any Additional Charges.
- 3.4 It is the Hirer's responsibility to notify Manchester Cathedral of its authorised representative for the Event.
- 3.5 The Cathedral shall notify the Hirer of the Manchester Cathedral Representative on or before the date of the Event.

4. Entry

- 4.1 The Venue is an active place of worship and prayers take place at the Venue. The Hirer shall use reasonable endeavours to ensure that all activities in preparation of the Event are paused, and that all individuals observe a period of silence, for the duration of each religious service, prayer or worship.
- 4.2 Without prejudice to Condition 4.1, Manchester Cathedral will make the Hirer aware of its service schedule [on the day of the Event at the time of booking]. The Hirer accepts and agrees that access to the Venue will be restricted during any religious service and that it will suspend performance of all activities in preparation of the Event until such time as the service has finished.
- 4.3 Access to the Venue is granted at the sole discretion of Manchester Cathedral. The Agreement does not constitute the grant of a tenancy and does not confer on the Hirer any right to exclude Manchester Cathedral or those acting on behalf of Manchester Cathedral from the Venue.
- 4.4 Manchester Cathedral reserves the right for any duly authorised representative of Manchester Cathedral to enter the Venue at any time during the Event.
- 4.5 The Hirer acknowledges and shall ensure that where access to the Venue is required by a Third Party or any other third parties, the Third Parties or third parties shall arrange and agree the timing of and duration of such access directly with Manchester Cathedral.
- 4.6 The access granted under the Agreement may be suspended, or amended, at any time, at the sole discretion of Manchester Cathedral as a result of ceremonial or similar event of religious, political or societal importance or as a result of any anti-terrorism measures. Subject to Condition 4.7, the Hirer shall at its expense vacate the Venue together with all equipment and personnel within 8 hours of being informed of the suspension or amendment of access by Manchester Cathedral, or within such other time, whether shorter or longer, as required by Manchester Cathedral. The decision of Manchester Cathedral will be final and no notice need be given.
- 4.7 In the event that the Hirer is required to vacate the Venue under Condition 4.6 and it is unable to remove all of the Hirer's equipment within the time specified under Condition 4.6, the Hirer shall in any event vacate the Venue together with its personnel and Manchester Cathedral shall use reasonable endeavours to arrange a suitable date and time for the Hirer to re-enter the Venue to take possession of its equipment. The risk of loss and damage to the Hirer's equipment shall at all times remain with the Hirer.

4.8 Manchester Cathedral reserves the right to refuse entry to any person, vehicle or piece of equipment to the Venue or to remove any person, vehicle or piece of equipment from the Venue, at any time and for any reason without Manchester Cathedral incurring liability to the Hirer or any third party.

4.9 The Hirer permits Manchester Cathedral to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought into the Venue by Guests during the Period of Hire.

4.10 Manchester Cathedral reserves the right to request that security licensed and regulated by the Security Industry Authority or otherwise be present at the Event at the cost of the Hirer.

4.11 Any individual granted access to the Venue must at all times comply with the security and health and safety rules governing conduct at the Venue and with the instructions of Manchester Cathedral and security personnel at the Venue.

4.12 All Guests attending an Event must either be in possession of a ticket to be shown, or be named on the Event guest list and quoted, on demand to Manchester Cathedral. The ticket must specify the date and time of the Event and the Venue.

5. Facilities

5.1 The Hirer may have access to the Venue at the time stated on the Event Booking Form. Set up and clear up times must be included in the agreed Period of Hire. Rehearsals may be held in the Venue by prior arrangement on the day of the Event unless otherwise notified by Manchester Cathedral to the Hirer (Rehearsal Time). Rehearsal Time shall not be permitted during the times detailed in the Event Booking Form.

5.2 Unless otherwise agreed, the Venue shall remain open to the general public on the day of the Event during Rehearsal Times. The Hirer accepts that its exclusive use of the Venue shall commence only upon the start time of the Event and not for the duration of the Period of Hire. If the Hirer requires exclusive use of the Venue during Rehearsal Times, the Hirer shall pay an additional Hire Charge. Any request for exclusive use of the Venue during Rehearsal Times is subject to availability.

5.3 The Manchester Cathedral Representative shall be present at the Event for the duration of the Period of Hire. The Manchester Cathedral Representative shall have overall responsibility and authority over the Event and the Hirer's use of the Venue. The Hirer shall adhere (and ensure that its Guests adhere) to the instructions of the Manchester Cathedral Representative at all times.

5.4 Any request of the Hirer to hire the stoller organ and/or the grand piano is subject to the prior written approval of the Director of Music or his/her authorised representative and the payment of an additional Hire Charge at the rate detailed in the Event Booking Form or as otherwise agreed by Manchester Cathedral.

Organist / Sub-organist: £280
Lay Clerks: £600
Choristers: £485

6. Use of the Venue

6.1 No part of the Venue may be used for any purpose other than that described in the Event Booking Form and Event Instructions.

6.2 The Hirer agrees and undertakes not to do or permit to be done anything at the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Manchester Cathedral or to any other customers of Manchester Cathedral, or any owner or occupier of neighbouring property.

6.3 Without prejudice to Condition 4.8 or Condition 6.2, if any person or Guest is found to be, or suspected of being, in possession of any drugs or other illegal substances at the Venue, Manchester Cathedral may remove the Guest and any member of that Guest's party from the Venue and/or cancel the Event and require the Hirer, its Guests and all other third parties to vacate the Venue with immediate effect without incurring any liability to the Hirer or any other third party.

6.4 Animals may be brought into the Venue providing that they do not cause a nuisance or disturbance including excessive noise. Dogs must be kept under control and on a short lead at all times. Assistance dogs within the meaning of the Equality Act 2010 are exempt.

6.5 No bolts, nails, tacks, screws, adhesives, tape or other such fixing devices may be attached to the walls or fabric of the Venue.

6.6 Religious services are exempt from performance rights.

- 6.7 Appropriate copyright permission must be obtained for any material printed in any order of service or displayed during the service. Services in Manchester Cathedral are covered by CCLI licence no. 1026020, provided licence detail is included on orders of service.
- 6.8 The Applicant shall indemnify and hold harmless Manchester Cathedral against any costs, losses or expenses that it suffers or incurs as a result of the Applicant failing to make payment of any fees payable in connection with the Service.
- 6.9 Subject to Conditions 6.11 and 6.12, the end of the Event must be scheduled to allow sufficient time for the Hirer to clear the Venue of all persons, equipment or other objects brought in by the Hirer within the agreed Period of Hire.
- 6.10 The Hirer shall vacate the Venue no later than 30 minutes following the scheduled end time of the Event as detailed on the Event Booking Form and shall ensure that all Guests shall have left the Venue by that time. Manchester Cathedral reserves the right to recover Additional Charges from the Hirer, in such sum as Manchester Cathedral may at its discretion charge, in the event of a late vacation of the Venue by the Hirer or its Guests.
- 6.11 In the event that the Period of Hire has a duration of longer than one day, the end of the running of the Event on each day must be scheduled to allow sufficient time for the Hirer to ensure that the Hirer and all of its Guests shall have left the Venue no later than 30 minutes following the scheduled end time of the Event as detailed on the Event Booking Form. Manchester Cathedral reserves the right to recover Additional Charges from the Hirer, in such sum as Manchester Cathedral may at its discretion charge, in the event of a late vacation of the Venue by the Hirer or its Guests. The Hirer is permitted to leave any equipment or other objects brought into the Venue by the Hirer at the Venue each night with Manchester Cathedral's prior consent and risk of loss or damage to such equipment and objects shall remain with the Hirer. Notwithstanding the foregoing, the Hirer acknowledges and agrees that Manchester Cathedral may unplug, disconnect, package, move or store the Hirer's equipment or other objects for the purpose of preparing the Venue for religious service, prayer or worship on the following day.
- 6.12 Overruns shall only be granted at the discretion of Manchester Cathedral following discussion with the Hirer or their authorised representative. Manchester Cathedral reserves the right to refuse any overrun if staffing levels cannot be maintained to operate the Venue safely and in consideration of other Events scheduled to take place.
- 6.13 The Hirer shall be responsible and liable for the behaviour of all Guests present during the Period of Hire. If any of the Hirer's Guests behave in a threatening, unruly or disrespectful manner, or take part, or are suspected of taking part, in any illegal activities or vandalism, they will be asked to vacate the Venue and all other areas of the Manchester Cathedral estate immediately and Manchester Cathedral reserves the right to cancel the Event forthwith.
- 6.14 The Hirer shall leave the Venue in the condition that it was in at the commencement of the Period of Hire.

7. Signs, Placards and Advertisements

- 7.1 No placards or other articles are to be fixed to any part of the walls or fabric of the Venue.
- 7.2 No posters, boards, signs, flags or other emblems, projections or advertisements are to be displayed outside any part of the Venue without prior consent of Manchester Cathedral.
- 7.3 In such instances where Manchester Cathedral gives permission for any type of signage to be used the Hirer must follow the explicit instructions given by Manchester Cathedral and Manchester Cathedral reserves the right to remove, or have removed at the Hirer's expense, any type of signage, for any reason.
- 7.4 Any damage caused by the use or removal of any signage will be repaired at the Hirer's expense.
- 7.5 No images, logos, trademark or name owned or managed by Manchester Cathedral is to be used on any ticket or publicity relating to the Event without Manchester Cathedral's prior consent. In the event that Manchester Cathedral consents to any such use, the Hirer shall at all times only use the images, logos, trademarks or name provided by Manchester Cathedral and in accordance with Manchester Cathedral's reasonable instructions.
- 7.6 All promotional material must contain the phrase "by kind permission of Manchester Cathedral".

8. Bar Service

- 8.1 Except as permitted under Condition 8.3, no food or drink (including alcoholic drinks), other than bottled water, may be used or brought into the Venue by the Hirer or their Guests.
- 8.2 To the extent included in the Event Booking Form or unless otherwise agreed by Manchester Cathedral, Manchester Cathedral, or a third party acting on behalf of Manchester Cathedral, shall operate a bar during the Event for an Additional Charge. The Additional Charge shall be the charge detailed in the Event Booking Form or as otherwise agreed between the parties.
- 8.3 Subject to Manchester Cathedral's consent and each of the conditions in Condition 8.4, the Hirer may operate its own bar at the Venue during the Event for an Additional Charge. The Additional Charge shall be the charge detailed in the Event Booking Form.
- 8.4 In the event that the Hirer operates its own bar, the Hirer shall during all times of operation:
- 8.4.1 operate and manage a "Challenge 25" policy;
- 8.4.2 prominently display a Temporary Events Notice at the bar;
- 8.4.3 operate a free, potable water to all persons upon request;
- 8.4.4 display a local taxi number;
- 8.4.5 manage and operate a dispersal policy, a copy of which shall be issued to Manchester Cathedral upon request; and
- 8.4.6 display a sign for respectful exits from the Venue by its Guests.

9. Number of Guests

- 9.1 The maximum number of Guests allowed within the Venue is governed by both fire, health and safety regulations and Conservation requirements. The maximum number of Guests stipulated in the Event Booking Form (Maximum Number of Guests) must not be exceeded for any reason. Manchester Cathedral reserves the right to restrict the number of people in a room at any one time.
- 9.2 If the Maximum Number of Guests is exceeded, Manchester Cathedral may terminate the Event immediately without liability to the Hirer.
- 9.3 At the time of booking the Hirer shall provide details of the expected number of persons attending the Event, including organisers or assistants, and Third Parties. The Hirer shall confirm the actual number of Guests attending the Event no later than the last working day before the date of the Event.

10. Equipment including Electrical Equipment

- 10.1 Without prejudice to Condition 24.2, no camera or other photographic equipment may be used or brought into the Venue for commercial purposes without Manchester Cathedral's prior written consent.
- 10.2 No lighting, heating, power, cabling or other electrical fittings or appliances in the Venue are to be altered, moved, or in any way interfered with without the prior written permission of Manchester Cathedral.
- 10.3 No additional heating, power, cabling or other electrical fittings or appliances are to be installed or used within the Venue without prior consent of Manchester Cathedral.
- 10.4 No additional lighting, or any high intensity or halogen lighting are to be installed or used within the Venue without prior consent of Manchester Cathedral.
- 10.5 Manchester Cathedral reserves the right to require the Hirer to attend a meeting or site visit at the Venue prior to approving the use of the Hirer's or a Third Party's electrical equipment. Any such meetings and/or site visits may attract an Additional Charges.
- 10.6 Where Manchester Cathedral has approved the use of additional electrical equipment under this Condition 10, the Hirer must ensure that such equipment meets all relevant health and safety legislation and requirements and the Hirer shall indemnify Manchester Cathedral against all claims and expenses for any injury or damage caused by such equipment.
- 10.7 The Hirer must ensure that all portable electrical equipment it, or the Third Parties, intend to bring in to the Venue is PAT tested and displays current certification labels.
- 10.8 Manchester Cathedral shall be afforded the opportunity to inspect all certification labels on portable electrical equipment and any other proof of compliance required by Manchester Cathedral prior to it being used or installed at the Venue.
- 10.9 Manchester Cathedral reserves the right to refuse the use and installation of, disconnect and/or remove electrical equipment from the Venue which does not display evidence of a PAT test within the previous 12 months.
- 10.10 No electrical equipment shall be left charging unsupervised in any circumstances.
- 10.11 The Hirer shall ensure that all wires and cables are placed in a safe and secure manner and mats or cable ramps are used where cables are a potential trip hazard.

- 10.12 Manchester Cathedral reserves the right, acting reasonably, to deny the Hirer the use of its power supply.

- 10.13 The use of smoke, pyrotechnics or other similar special effects is strictly prohibited in the Venue.

- 10.14 All portable equipment used by the Hirer or any of its personnel, a Third Party or Guests in any indoor area of the Venue must be on rubber wheels or have rubber feet and shall be placed on rubber matting. Equipment must not be dragged across the floor.

11. Merchandise

- 11.1 The Hirer may sell merchandise at the Venue during the Period of Hire with the prior written consent of Manchester Cathedral. Risk of loss or damage to any and all merchandise shall at all times remain with the Hirer. Manchester Cathedral does not accept any liability for any loss or damage of any merchandise, money or equipment of the Hirer.
- 11.2 Manchester Cathedral shall be entitled to a commission of the total value of all sales of merchandise during the Period of Hire. The amount of the commission shall be calculated in accordance with the rate detailed in the Event Booking Form.
- 11.3 The Hirer shall promptly notify Manchester Cathedral in writing of the total value of all sales of merchandise within three business days of the end of the Period of Hire and any commission payable by the Hirer to Manchester Cathedral in accordance with this Condition 11 shall be immediately due.
- 11.4 Manchester Cathedral shall invoice the Hirer for the commission payable as soon as reasonably practicable following the end of the Event and the due date for payment shall be 30 days of the date of the end of the Period of Hire.

12. Gambling

- 12.1 No sweepstake, raffle, tombola, lottery or other form of gambling (Gambling) is permitted to take place in the Venue without the prior written consent of Manchester Cathedral and then only to the extent that such Gambling is for charitable benefit.
- 12.2 In the event that any Gambling is to take place in accordance with Condition 12.1:
- 12.2.1 it shall be the responsibility of the Hirer to obtain any licences and permissions required under the Gambling Act 2005; and
- 12.2.2 the Hirer shall ensure that it, and shall ensure that its Guests shall, comply at all times with the rules and guidance set out by the Gambling Commission. See <https://www.gamblingcommission.gov.uk/public-and-players/fundraising-and-lotteries> for further details.

13. Smoking

- 13.1 Smoking in the Venue is strictly forbidden, including the use of E-cigarettes.
- 13.2 The use of candles (except LED candles) or other forms of naked flame in the Venue is strictly forbidden.
- 13.3 The Hirer shall be responsible for any costs arising as a result of any alarms and fire prevention systems being 'triggered' in the event of a Guest or a Third Party's employees or representatives smoking or by use of the Hirer's equipment at the Event. For the avoidance of doubt, no recompense for the curtailment or cancellation of any Event will be payable to the Hirer by Manchester Cathedral occasioned by the 'triggering' of fire alarms.

14. Broadcasting

The Hirer shall not grant any sound or television broadcasting or filming rights without the prior written consent of Manchester Cathedral. If any such consent is granted, Manchester Cathedral reserves the right to participate in any negotiations as to the terms and conditions of the relevant agreement.

15. Damage to the Building or Property

- 15.1 The Hirer is to take good care of, and not cause any damage to, the walls or fabric of the Venue or to any other property belonging to, or under the control of, Manchester Cathedral.
- 15.2 The Hirer shall pay to be made good any damage caused by any Guest, person or Third Party for whom the Hirer is responsible during the Period of Hire and/or during the set up/clear up periods unless such damage is occasioned by the negligence of Manchester Cathedral.

16. Liability and Indemnity

- 16.1 Unless caused by the negligence or wrongful act of Manchester Cathedral, its officers, employees and agents and provided always that Manchester Cathedral may at its discretion first decide whether they wish to settle a claim, the Hirer shall indemnify and hold harmless, Manchester Cathedral, its officers, employees and agents in full against any claim arising from the Hire in the event of:
- 16.2 the death of, or any injury caused to, any person attending the Venue in connection with the Event;
- 16.3 damage to, or loss of, any equipment, goods, articles or property brought to, or used at, the Event by the Hirer or any other person or organisation;
- 16.4 any works required to repair any damage caused to the fabric of the Venue and arising in any way from the Event and arising out of the acts or omissions of the Hirer, its Guest, employees, agents or a Third Party, including, without limitation, any damage to the floor caused as a result of Condition 10.14;
- 16.5 any other claims, actions, damages, liabilities, fines, costs (including professional fees) or expenses arising in any way from the Event and arising out of the acts or omissions of the Hirer, its Guest, employees, agents or a Third Party.
- 16.6 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 16.6.1 death or personal injury caused by negligence; and
- 16.6.2 fraud or fraudulent misrepresentation.
- 16.7 Subject to Condition 16.6, Manchester Cathedral shall not be liable for:
- 16.7.1 the death of, or injury to, the Hirer or that of the Hirer's employees, or those of a Third Party or any Guests; or
- 16.7.2 damage or theft of any property of the Hirer or that of the Hirer's employees, a Third Party or Guests, except to the extent that such damage or theft arises from the negligence of Manchester Cathedral.
- 16.8 Subject to Condition 16.6 and Condition 16.7, Manchester Cathedral's total liability to the Hirer shall not exceed the Hire Charge.
- 16.9 Manchester Cathedral shall not be liable to the Hirer by reason of any loss or damage sustained or inconvenience caused as a result of, or in any way arising out of cancellation or re-scheduling the Event.
- 16.10 Manchester Cathedral shall not be liable to the Hirer by reason of any delay in performing or any failure to perform any of Manchester Cathedral's obligations in relation to the Event if such delay or failure is due to any cause beyond Manchester Cathedral's reasonable control.
- 16.11 Unless the Hirer notifies Manchester Cathedral that it intends to make a claim in connection with this Agreement within the notice period, the Supplier shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the incident and shall expire 6 months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.
- 16.12 The Hirer warrants that it has obtained the permission of any and all copyright owners to stage the Event at the Venue and that to the best of the Hirer's knowledge the Event does not contain any defamatory material. The Hirer shall indemnify and hold harmless Manchester Cathedral against any and all claims, costs, actions and damages suffered or incurred by Manchester Cathedral as a result of a breach of the warranty in this Condition 16.12.

17. Insurance

- 17.1 If the Hirer is a company or organisation, the Hirer shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Hirer, arising out of the Event and in respect of the liability outlined in Condition 16. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Hirer.
- 17.2 Without prejudice to Condition 17.1 and unless otherwise agreed by Manchester Cathedral, the Hirer shall, and shall ensure that the Third Party shall, effect and maintain with a reputable insurance company, public liability insurance providing an adequate level of cover in respect of all risks which may be incurred by the Hirer, arising out of the Event.
- 17.3 The terms of any insurance or the amount of cover shall not relieve the Hirer of any liabilities under this Agreement.

18. Payment of Hire Charge

- 18.1 The Hirer shall pay a deposit towards the Hire Charge to Manchester Cathedral at the time of booking. The amount of the deposit will be notified to the Hirer at the time of booking. Except as provided for in Condition 18.2, the deposit constitutes a non-refundable payment. The balance of the Hire Charge shall become due and payable by the Hirer two (2) months before the Period of Hire, or if such time is not available before the Period of Hire, payment of the total Hire Charge is required in full at the time of booking.
- 18.2 If the Hirer is an individual, the deposit shall be non-refundable after 14 days of the date that the booking for the Period of Hire is confirmed by Manchester Cathedral.
- 18.3 In the event of Manchester Cathedral incurring additional expense not provided for in any Event Booking Form as a result of the occurrence of the Event such additional expense shall be added to the Hire Charge as an Additional Charge.
- 18.4 Manchester Cathedral shall issue an invoice to the Hirer after the Event for any Additional Charges which must be paid within 30 days of the date of the invoice.
- 18.5 If payment of the Hire Charge is not received by the dates set out in this Condition 18, Manchester Cathedral reserves the right to cancel the Event without liability of Manchester Cathedral to the Hirer.
- 18.6 For the avoidance of doubt, in the event that the Hirer is a company or organisation, Manchester Cathedral may exercise any statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if it is not paid according to the agreed payment schedule.
- 18.7 All payments, as detailed on the Event Booking Form, may be made by BACS transfer from a UK bank account into the bank account nominated on Manchester Cathedral's invoice. The booking number set out in Manchester Cathedral's invoice shall be used as the payment reference.
- 18.8 Manchester Cathedral reserves the right to review and increase the Hire Charge and any other charges during the period between the date of booking and commencement of the Period of Hire.
- 18.9 All prices in relation to this Agreement are stated inclusive of VAT (to the extent applicable) at the prevailing rate.

19. Cancellation by Manchester Cathedral

- 19.1 Manchester Cathedral may cancel the Event if, in the reasonable opinion of Manchester Cathedral:
- 19.1.1 the Venue or any area within the Manchester Cathedral estate is closed due to circumstances outside its control which precludes the Event taking place or under Condition 4.6;
- 19.1.2 safe staffing levels cannot be maintained to operate the Venue safely and in consideration of other Events scheduled to take place;
- 19.1.3 there are any health and safety hazards which may exist or arise in the Venue or any area within Manchester Cathedral estate which may affect the Event, including without limitation any risks identified as a result of the risk assessment performed under Condition 23.1;
- 19.1.4 the Hirer fails to pay any amount due under this Agreement on the due date for payment;
- 19.1.5 the Hirer breaches any term of this Agreement;
- 19.1.6 the Hirer becomes unable to pay its debts as they fall due or enters into liquidation, administration or bankruptcy; or
- 19.1.7 the Event may, in the opinion of the Manchester Cathedral, damage or prejudice the reputation and/or good name of Manchester Cathedral.
- 19.1.8 Manchester Cathedral may cancel the Event at any time in accordance with the Conditions in this Agreement, including, for example, Conditions 4.9, 4.6, 6.14 and 9.2.
- 19.2 Manchester Cathedral may cancel the Event at any time and for any reason upon the instruction of the Chapter. In the event that the Event is cancelled under this Condition 19.2, Manchester Cathedral shall refund all payments made by the Hirer of the Hire Charge but Manchester Cathedral shall have no further liability to the Hirer whatsoever.

20. Cancellation by the Hirer

- 20.1 The Hirer may cancel the booking by giving Manchester Cathedral notice in writing. In the event that the Hirer cancels the Event the following cancellation charges shall apply:
- Within 7 days: 100% of the Hire Charge
- Within 8 – 31 days: 60% of the Hire Charge
- Within 32 – 180 days: 25% of the Hire Charge
- Within 181 – 365 days: 10% of the Hire Charge
- More than 365 days: No Charge.
- 20.2 The Hirer will forfeit their deposit in all circumstances in the event of a cancellation except in the circumstances provided for under Condition 18.2.
- 20.3 There is no obligation on Manchester Cathedral to find a replacement booking.

21. Breach by the Hirer

- 21.1 If the Hirer fails to observe and perform any of these Conditions or causes damage to the Venue or any area on the Manchester Cathedral estate as a result of the Event, Manchester Cathedral may:
- 21.1.1 at any time cancel the Event or any other concurrent or future hire agreement for the Venue by the Hirer without incurring any liability to the Hirer for the return of any payments already paid; and
- 21.1.2 charge to and recover from the Hirer any costs, losses and expenses incurred by Manchester Cathedral plus 10% administrative fee in remedying any such failure including (but not limited to) the cost of employing and supplying: i) attendants ii) cleaners; iii) tradesperson or other contractors as may be appropriate; and iv) any materials, equipment and cleaning agents additionally required.

22. Complaints

Manchester Cathedral will do its best to resolve any problems that the Hirer or any Guest may have with it or its services and will deal with complaints promptly and sensitively, and will be courteous and helpful. The Hirer or a Guest may send a complaint to Manchester Cathedral's Commercial Director [in writing to Manchester Cathedral, Victoria Street, Manchester, M3 1SX. AND/OR by email to www.manchestercathedral.org] Upon receipt of a complaint communicated in writing, Manchester Cathedral will investigate it thoroughly and will aim to respond within 30 days.

23. Health, Safety and Policy

- 23.1 The Hirer shall complete and return a risk assessment method statement (RAMS) for the Event in the form, manner and within any timeframe specified by Manchester Cathedral.
- 23.2 The Hirer must take all reasonable care for their own health and safety, and for the health and safety of others who may be affected by their actions, omissions or the use of equipment. The Hirer and any Third Party must comply with all relevant health and safety legislation and any measures implemented by Manchester Cathedral.
- 23.3 The Hirer shall comply (and ensure that a Third Party complies) at all times with all Legislation, including without limitation any instructions or notices of Manchester Cathedral given to the Hirer at any time, and shall use reasonable efforts to ensure that any Guests or other persons present at the Event so comply.
- 23.4 At the request of Manchester Cathedral, the Hirer shall complete and return a contractor approval form in the form and manner specified by Manchester Cathedral. The Hirer shall complete and return the form together with any supporting documentation no later than 30 days prior to the date of the Event.

23.5 Notwithstanding Condition 23.4, the Hirer shall ensure that all Third Parties shall be reputable and suitably qualified and skilled to perform the relevant services and the Hirer shall at all times remain liable for the acts and omissions of the Third Parties.

23.6 The Hirer must obtain written approval from Manchester Cathedral at the point of booking if the Event involves the use, provision or supply of, or the creating, making or constructing of any of the following or any similar work:

- 23.6.1 structures of any size suspended from the roof or otherwise, including temporary demountable structures such as stages, platforms, marquees, awnings, camera stands, towers and masts that support media facilities etc.;
- 23.6.2 the provision of temporary services, such as electrical and data cabling installations; or
- 23.6.3 anything that might affect the walls and fabric of the Venue, the building services or any other part of the physical infrastructure of the Venue; or the use of building or construction contractors.

23.7 The Hirer shall, and shall ensure that each Third Party and its representatives shall, at all times adhere to the Construction (Design and Management) Regulations 2015 (CDM) to the extent that they apply to this Agreement and the Hirer's use of the Venue during the Period of Hire. It is the Hirer's responsibility to establish whether such regulations will apply to this Agreement and its use of the Venue.

23.8 If the Hirer fails in their obligations in Conditions 21.1 and 23.3 the Hirer and/or the Third Party will not be permitted to undertake the proposed work/service in the Venue and Manchester Cathedral shall have no liability to the Hirer.

23.9 The Hirer must ensure that at no time do they or any of their Guests or a Third Party block, cover up or interfere with any corridor, passage or exit, fire extinguisher or any other fire-fighting equipment except in the case of emergency.

23.10 Manchester Cathedral shall notify the Hirer of any health and safety hazards which may exist or arise at the Venue which may affect the Event.

23.11 Manchester Cathedral will make a sufficient number of fire marshals available at the Event which shall be determined by the information provided by the Hirer at the time of booking the Event. The Hirer shall ensure that its staff and representatives are fully briefed on any fire safety procedures and evacuation plans which apply at the Venue and will cooperate with and assist Manchester Cathedral in carrying out those plans in the event of a fire or other emergency.

23.12 The Hirer shall ensure that its staff and representatives are fully briefed on the disabled service provision available at the Venue and will cooperate with and assist Manchester Cathedral in carrying out those service provisions at all times.

23.13 The Hirer shall ensure that a fully trained first aider shall be present for the duration of the Event at the cost of the Hirer.

23.14 The Hirer shall notify the Manchester Cathedral Representative immediately in the event of any incident, or near miss, occurring during the Event which causes, or is likely to cause, any personal injury or any damage to property.

24. Safeguarding

24.1 The Hirer shall, and shall ensure that the Third Parties shall, have and maintain an appropriate safeguarding policy covering the Period of Hire. The Hirer shall make a copy of its safeguarding policy available to Manchester Cathedral. Without prejudice to the foregoing, the Hirer shall ensure that any minors are supervised at all times by persons that have undergone appropriate checks and clearance procedures (e.g. DBS). In the event that the Hirer does not have, or cannot produce its own safeguarding policy, the Hirer shall be required to comply with Manchester Cathedral's and the Church of England's safeguarding and child protection policies. The Hirer will remain responsible for any such checks and clearance procedures as may be necessary (e.g. DBS) and shall provide confirmation that the same have been completed. In the event that the Hirer cannot produce written confirmation that the checks and clearance procedures have been satisfactorily completed, Manchester Cathedral reserves the right to terminate the Event immediately without notice where it is to include any regulated activity with children or vulnerable adults.

24.2 The taking of photographs or making of recordings of children or vulnerable adults during the Event is strictly prohibited.

25. Force Majeure

25.1 Manchester Cathedral reserves the right to cancel the Event at any time before or during the Period of Hire on the occurrence of any events, circumstances or causes beyond its reasonable control, including without limitation under Condition 4.6.

25.2 In the event that the Event cannot take place as a result of any event, circumstance or cause provided for under Condition 25.1, the parties shall use reasonable endeavours to postpone the Event to a new suitable date. The parties shall have 90 days from the original date of Hire to agree a new date for the Event and if the parties cannot reach an agreement within such time, Manchester Cathedral will refund any Hire Charges paid by the Hirer, including the deposit, less any reasonable expenses incurred by Manchester Cathedral in connection with the Event or the cancellation of the Event.

26. Assignment

This agreement is personal to the Hirer and shall not be assigned, sub-contracted or disposed of in any way without the written permission of Manchester Cathedral.

27. Entire Agreement

The Agreement constitutes the entire agreement between the parties relating to the subject matter of the agreement. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Agreement shall not exclude liability in respect of any fraudulent misrepresentation.

28. Severability

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

29. Variation

No variation to the Agreement shall be effective unless agreed in writing and signed on behalf of Manchester Cathedral and the Hirer.

30. Governing Law and Jurisdiction

This Agreement shall be governed by English law and any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.