

Special Services Booking Form

Title of service: _____

Organisation: _____

Contact name: _____

Telephone no: _____

Email address: _____

Invoice email address: (if different) _____

Postal address: _____

Postcode: _____

Date of service: _____ start time: _____ end: _____

Date(s) of set-up & rehearsal: _____ start time: _____ end: _____

Clear-away end time: _____

Which area of the Cathedral will the service be held?

Nave		Lady Chapel	
Regiment Chapel		Jesus Chapel	
Quire		South Aisle	
Fraser Chapel		Chapter House	

Do you require extra rooms for changing/storage etc: _____

Numbers expected to attend the service: _____

(See Terms and Conditions No. 8 for guidance)

Please indicate which rooms

Library	
Kitchen	
Refectory	

Will there be refreshments? Please provide details: _____

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

Extra Requests

Do you require an organist?

Please note that only staff organists are permitted to play for services or events. Fees may apply: _____

Service Fee: _____ Vesture: _____

Is the piano required? If so, please indicate what position.

Please note, hire fees for the piano may apply. (See Terms and Conditions No. 5)

Do you require the Cathedral Choir, if available: _____

Fees may apply

Are Cathedral Stewards required: _____

How many: _____ Briefing time: _____

Do you require service sheets:

Please liaise with the Precentor

Will you take a Collection:

Gift Aid envelopes are available

During a hymn

or retiring:

To whom is a collection cheque payable: _____

To whom is it to be sent: _____

What type of service will it be: _____

Who will preside: _____

Please liaise with the Precentor

Requirements and Extras:

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

Who is the lead hire contact: _____

Will any civic or ecclesiastical VIP's be attending:

If so, please state names.

Will there be any groups of children and/or young people/vulnerable adults involved? If so, please provide name & contact details of Safeguarding staff member:

(See Terms and Conditions No. 21)

Is the service to be recorded, either sound or video: _____

Fees may apply

Is the service to be broadcast, either through live-stream or any other broadcast medium: _____

If so, arrangements with the company or persons broadcasting the service must be signed and agreed by the Cathedral authorities. Fees may apply.

Service Instructions & Notes on Seating

Please complete in consultation with the Precentor.

Do you need a power supply: _____

All electrical equipment must be PAT tested and labelled.

(See Terms and Conditions No. 9)

Please indicate if you need any of the following:

Gift Aid envelope

Collecting bowls

Silver Alms dish

Do you require microphones? Please indicate what kind & how many: _____

Extra notes & requirements: _____

I have read and agree to comply with the Terms and Conditions overleaf

Signed: _____

Print: _____ Date: _____

Please return this form to:

Canon Dr Ian Jorysz, Canon Precentor

canon.precentor@manchestercathedral.org

Manchester Cathedral (Company No. 08808544)

Victoria Street, Manchester, M3 1SX

T: 0161 833 2220 (ext 245) E: beapartofit@manchestercathedral.org

www.manchestercathedral.org



Special Services: Terms & Conditions

1. Parties, Definitions and Interpretations

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

1.2 In these Conditions the following definitions shall apply:

Additional Charges	Means any fees that may be chargeable by Manchester Cathedral for any additional services including but not limited to the Applicant's use of the Stoller organ; any charges assessed on the Applicant or Manchester Cathedral by PRS for Music; the costs of providing portable toilets or restrooms; and any other additional charges referred to in this Agreement.
Agreement	Means the contract concluded between Manchester Cathedral and the Applicant that consists of these Conditions, the agreed and signed Special Services Booking Form, and Special Services 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 Special Services Booking Form prevail over the Special Services Instructions and the Conditions, and the provisions of the Special Services Instructions prevail over the provisions of the Conditions.
Applicant	The person(s), corporate body or charity and/or its authorised representative who have contracted with Manchester Cathedral under the Agreement for the Service.
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.
Donation	Means the minimum voluntary financial contribution made to Manchester Cathedral by the Applicant to support the costs associated with the Applicant's use of the Venue detailed in the Special Services Form.
Service	Is the special service worship (that is not part of the regular weekly schedule) taking place at the Venue during the Period of Hire, as described in the Special Services Booking Form in accordance with the Conditions.
Special Services Form	Means the document recording the details of the Service, including the Hire Charge, agreed between Manchester Cathedral and the Applicant at the time of booking.
Special Services Instructions	Means the details of the Service, including any alteration to numbers, times, dates or areas used, including seating and staging set up and as agreed between Manchester Cathedral and the Applicant prior to the Service.
Hire Charge	Means: (i) the parochial fees payable for the Service in accordance with the Ecclesiastical Fees Measure 1986 and the Parochial Fees Order current as of the date of booking of the Service as detailed on the Special Services Booking Form; (ii) the Donation; and (iii) any Additional Charges incurred by the Applicant in relation to the Service.
Guests	All persons attending the Service, whether as a result of purchasing a ticket for the Service or by invitation of the Applicant or otherwise.
Legislation	All legislation, laws, regulations and policies, including Manchester Cathedral's policies and procedures, that apply to the holding of a service 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	Cathedral and Collegiate Church of St Mary, St Denys and St George in Manchester (charity number 1207769)
Manchester Cathedral Representative	The Manchester Cathedral representative nominated in the Agreement as the person in charge of the Service and who has the authority to act on behalf of Manchester Cathedral.
Period of Hire	Is the period of time as described in the Special Services Booking Form and includes any time required by the Applicant to rehearse, set up, clear and vacate the Venue.
Third Party or Third Parties	Means any person or organisation who is engaged by the Applicant to provide a service on behalf of the Applicant in relation to the Service.
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 so designated in the Special Services Booking Form and to which the Applicant 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 applications for booking a Service will be treated as provisional and the Applicant shall have no rights pursuant to this Agreement until:
- 2.1.1 the Applicant has submitted all documentation requested by Manchester Cathedral such as but not limited to proof of address, proof of identity, birth certificate, baptism certificate and decree absolute;
 - 2.1.2 the Precentor has confirmed the booking in writing;
 - 2.1.3 a signed Agreement is received from the Applicant with 14 days of the date of issue to the Applicant; and
 - 2.1.4 the Applicant has made payment of Manchester Cathedral's invoice submitted at the time of booking in accordance with Condition 15.1.
- 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 Service before the Applicant has complied with its obligations under Condition 2.1.1 and 2.1.4, Manchester Cathedral reserves the right to make the Venue available for booking by other parties and make such booking without notification to the Applicant.

3. Hire Agreement

- 3.1 The Period of Hire, Venue and service(s) to be provided will be agreed between the Applicant and Manchester Cathedral and shall be detailed on the Special Services Booking Form together with the permitted number of Guests.
- 3.2 The Applicant will pay the Hire Charge as set out in the Special Services Booking Form and any Additional Charges in accordance with Condition 15.
- 3.3 It is the Applicant's responsibility to notify Manchester Cathedral of its authorised representative for the Service.
- 3.4 Manchester Cathedral shall notify the Applicant of the Manchester Cathedral Representative on or before the date of the Service.

4. Entry

- 4.1 The Venue is an active place of worship and prayers take place at the Venue. The Applicant shall use reasonable endeavours to ensure that all activities in preparation of the Service 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 Applicant aware of its service schedule on the day of the Service no later than two days before the date of the Service. The Applicant 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 Service 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 Applicant 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 Service.
- 4.5 The Applicant 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 service of religious, political or societal importance

or as a result of any anti-terrorism measures. Subject to Condition 4.7, the Applicant 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 Applicant is required to vacate the Venue under Condition 4.6 and it is unable to remove all of the Applicant's equipment within the time specified under Condition 4.6, the Applicant 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 Applicant to re-enter the Venue to take possession of its equipment. The risk of loss and damage to the Applicant's equipment shall at all times remain with the Applicant.
- 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 Applicant or any third party.
- 4.9 The Applicant 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 Service at the cost of the Applicant.
- 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.

5. Facilities

- 5.1 The Applicant may have access to the Venue at the time stated on the Special Services 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 Service unless otherwise notified by Manchester Cathedral to the Applicant (Rehearsal Time). Rehearsal Time shall not be permitted during the times detailed in the Special Services Booking Form.
- 5.2 Unless otherwise agreed, the Venue shall remain open to the general public on the day of the Service during Rehearsal Times. The Applicant accepts that its exclusive use of the Venue shall commence only upon the start time of the Service and not for the duration of the Period of Hire. If the Applicant requires exclusive use of the Venue during Rehearsal Times, the Applicant 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 Service for the duration of the Period of Hire. The Manchester Cathedral Representative shall have overall responsibility and authority over the Service and the Applicant's use of the Venue. The Applicant 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 Applicant 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 Special Services Booking Form or as otherwise agreed by Manchester Cathedral.

Organist / Sub-organist: £280
Lay Clerks: £600
Choristers: £485
Funeral Fees will apply at the time of booking the service.

6. Use of the Venue

- 6.1 No part of the Venue may be used for any purpose other than that described in the Special Services Booking Form and Special Services Instructions.
- 6.2 The Applicant 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 Service and require the Applicant, its Guests and all other third parties to vacate the Venue with immediate effect without incurring any liability to the Applicant 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 Service must be scheduled to allow sufficient time for the Applicant to clear the Venue of all persons, equipment or other objects brought in by the Applicant within the agreed Period of Hire.
- 6.10 The Applicant shall vacate the Venue no later than 30 minutes following the scheduled end time of the Service as detailed on the Special Services 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 Applicant, in such sum as Manchester Cathedral may at its discretion charge, in the event of a late vacation of the Venue by the Applicant 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 Service on each day must be scheduled to allow sufficient time for the Applicant to ensure that the Applicant and all of its Guests shall have left the Venue no later than 30 minutes following the scheduled end time of the Service as detailed on the Special Services Booking Form. Manchester Cathedral reserves the right to recover Additional Charges from the Applicant, in such sum as Manchester Cathedral may at its discretion charge, in the event of a late vacation of the Venue by the Applicant or its Guests. The Applicant is permitted to leave any equipment or other objects brought into the Venue by the Applicant 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 Applicant. Notwithstanding the foregoing, the Applicant acknowledges and agrees that Manchester Cathedral may unplug, disconnect, package, move or store the Applicant'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 Applicant 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 Services scheduled to take place.
- 6.13 The Applicant shall be responsible and liable for the behaviour of all Guests present during the Period of Hire. If any of the Applicant'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 Service forthwith.
- 6.14 The Applicant shall leave the Venue in the condition that it was in at the commencement of the Period of Hire including but not limited to the removal of all waste and refuse generated by the Applicant, any Third Party and/or any Guest.
- 6.15 The Applicant hereby acknowledges and agrees that no Service offerings or collections are permitted without the prior written consent of Manchester Cathedral.
- 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 Applicant must follow the explicit instructions given by Manchester Cathedral and Manchester Cathedral reserves the right to remove, or have removed at the Applicant'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 Applicant's expense.
- 7.5 No images, logos, trademark or name owned or managed by Manchester Cathedral is to be used on any invitation, ticket or publicity relating to the Service without Manchester Cathedral's prior consent. In the Service that Manchester Cathedral consents to any such use, the Applicant 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. Number of Guests**
- 8.1 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 Special Services 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.
- 8.2 If the Maximum Number of Guests is exceeded, Manchester Cathedral may terminate the Service immediately without liability to the Applicant.
- 8.3 At the time of booking the Applicant shall provide details of the expected number of persons attending the Service, including organisers or assistants, and Third Parties. The Applicant shall confirm the actual number of Guests attending the Service no later than the last working day before the date of the Service.
- 9. Equipment including Electrical Equipment**
- 9.1 Without prejudice to Condition 21.2, no camera or other photographic equipment may be used or brought into the Venue for commercial purposes without Manchester Cathedral's prior written consent.
- 9.2 No furniture, fittings, 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.
- 9.3 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.
- 9.4 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.
- 9.5 Manchester Cathedral reserves the right to require the Applicant to attend a meeting or site visit at the Venue prior to approving the use of the Applicant's or a Third Party's electrical equipment. Any such meetings and/or site visits may attract an Additional Charge.
- 9.6 Where Manchester Cathedral has approved the use of additional electrical equipment under this Condition 9, the Applicant must ensure that such equipment meets all relevant health and safety legislation and requirements and the Applicant shall indemnify Manchester Cathedral against all claims and expenses for any injury or damage caused by such equipment.
- 9.7 The Applicant 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.
- 9.8 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.
- 9.9 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.
- 9.10 No electrical equipment shall be left charging unsupervised in any circumstances.
- 9.11 The Applicant 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.
- 9.12 Manchester Cathedral reserves the right, acting reasonably, to deny the Applicant the use of its power supply.

9.13 The use of portable gas appliances, smoke, pyrotechnics or other similar special effects is strictly prohibited in the Venue.

9.14 All portable equipment used by the Applicant 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.

10. Smoking

10.1 Smoking in the Venue is strictly forbidden, including the use of E-cigarettes.

10.2 Other than with the prior agreement of the Canon Precentor, the use of candles (except LED candles) or other forms of naked flame in the Venue is strictly forbidden.

10.3 The Applicant 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 Applicant's equipment at the Service. For the avoidance of doubt, no recompense for the curtailment or cancellation of any Service will be payable to the Applicant by Manchester Cathedral occasioned by the 'triggering' of fire alarms.

11. Broadcasting

The Applicant 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.

12. Damage to the Building or Property

12.1 The Applicant 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. In the event that any such damage is caused to the walls or fabric of the Venue or to any other property belonging to, or under the control of, Manchester Cathedral, the Applicant shall notify the Manchester Cathedral Representative immediately.

12.2 The Applicant shall pay to be made good any damage caused by any Guest, person or Third Party for whom the Applicant 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.

13. Liability and Indemnity

13.1 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 Applicant 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:

13.1.1 the death of, or any injury caused to, any person attending the Venue in connection with the Service;

13.1.2 damage to, or loss of, any equipment, goods, articles or property brought to, or used at, the Service by the Applicant or any other person or organisation;

13.1.3 any works required to repair any damage caused to the fabric of the Venue and arising in any way from the Service and arising out of the acts or omissions of the Applicant, its Guest, employees, agents or a Third Party, including, without limitation, any damage to the floor caused as a result of Condition 9.14;

13.1.4 any other claims, actions, damages, liabilities, fines, costs (including professional fees) or expenses arising in any way from the Service and arising out of the acts or omissions of the Applicant, its Guest, employees, agents or a Third Party.

13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

13.2.1 death or personal injury caused by negligence; and

13.2.2 fraud or fraudulent misrepresentation.

13.3 Subject to Condition 13.2, Manchester Cathedral shall not be liable for:

13.3.1 the death of, or injury to, the Applicant or that of the Applicant's employees, or those of a Third Party or any Guests; or

13.3.2 damage or theft of any property of the Applicant or that of the Applicant's employees, a Third Party or Guests, except to the extent that such damage or theft arises from the negligence of Manchester Cathedral.

13.4 Subject to Condition 13.2 and Condition 13.3, Manchester Cathedral's total liability to the Applicant shall not exceed the Hire Charge.

13.5 Manchester Cathedral shall not be liable to the Applicant 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 Service.

13.6 Manchester Cathedral shall not be liable to the Applicant by reason of any delay in performing or any failure to perform any of Manchester Cathedral's obligations in relation to the Service if such delay or failure is due to any cause beyond Manchester Cathedral's reasonable control.

13.7 Unless the Applicant 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 Applicant 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.

13.8 The Applicant warrants that it has obtained the permission of any and all copyright owners to stage the Service at the Venue and that to the best of the Applicant's knowledge the Service does not contain any defamatory material. The Applicant 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 13.8.

14. Insurance

14.1 If the Applicant is a company or organisation, the Applicant 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 Applicant, arising out of the Service and in respect of the liability outlined in Condition 13 and produce to Manchester Cathedral on demand full particulars of that insurance and the receipt for the then current premium.

14.2 Without prejudice to Condition 14.1 and unless otherwise agreed by Manchester Cathedral, the Applicant 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 Applicant, arising out of the Service.

14.3 The terms of any insurance or the amount of cover shall not relieve the Applicant of any liabilities under this Agreement.

15. Payment of Hire Charge

15.1 If the Applicant 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.

15.2 In the event of Manchester Cathedral incurring additional expense not provided for in Special Services Booking Form as a result of the occurrence of the Service such additional expense shall be added to the Hire Charge as an Additional Charge.

15.3 Manchester Cathedral shall issue an invoice to the Applicant after the Service for any Additional Charges which must be paid within 30 days of the date of the invoice.

15.4 If payment of the Hire Charge is not received by the dates set out in this Condition 15, Manchester Cathedral reserves the right to cancel the Service without liability of Manchester Cathedral to the Applicant.

15.5 For the avoidance of doubt, in the event that the Applicant 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.

15.6 All payments, as detailed on the Special Services 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.

15.7 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.

15.8 All prices in relation to this Agreement are stated inclusive of VAT (to the extent applicable) at the prevailing rate.

16. Cancellation by Manchester Cathedral

16.1 Manchester Cathedral may cancel the Service if, in the reasonable opinion of Manchester Cathedral:

- 16.1.1 the Venue or any area within the Manchester Cathedral estate is closed due to circumstances outside its control which precludes the Service taking place or under Condition 4.6;
- 16.1.2 safe staffing levels cannot be maintained to operate the Venue safely and in consideration of other Services scheduled to take place;
- 16.1.3 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 Service, including without limitation any risks identified as a result of the risk assessment performed under Condition 20.1;
- 16.1.4 the Applicant fails to pay any amount due under this Agreement on the due date for payment;
- 16.1.5 the Applicant breaches any term of this Agreement;
- 16.1.6 the Applicant becomes unable to pay its debts as they fall due or enters into liquidation, administration or bankruptcy; or
- 16.1.7 the Service may, in the opinion of the Manchester Cathedral, damage or prejudice the reputation and/or good name of Manchester Cathedral.
- 16.1.8 Manchester Cathedral may cancel the Service at any time in accordance with the Conditions in this Agreement, including, for example, Conditions 4.9, 4.6, 6.14 and 8.2.

16.2 Manchester Cathedral may cancel the Service at any time and for any reason upon the instruction of the Chapter, the Dean or the Canons of Manchester. In the Service that the Service is cancelled under this Condition 16.2, Manchester Cathedral shall refund all payments made by the Applicant of the Hire Charge but Manchester Cathedral shall have no further liability to the Applicant whatsoever.

17. Cancellation by the Applicant

17.1 The Applicant may cancel the booking by giving Manchester Cathedral notice in writing. In the event that the Applicant cancels the Service 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.

17.2 The Applicant will forfeit their deposit in all circumstances in the event of a cancellation except in the circumstances provided for under Condition 15.2.

- 17.3 There is no obligation on Manchester Cathedral to find a replacement booking.

18. Breach by the Applicant

18.1 If the Applicant 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 Service, Manchester Cathedral may:

- 18.1.1 at any time cancel the Service or any other concurrent or future hire agreement for the Venue by the Applicant without incurring any liability to the Applicant for the return of any payments already paid; and
- 18.1.2 charge to and recover from the Applicant 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.

19. Complaints

Manchester Cathedral will do its best to resolve any problems that the Applicant 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 Applicant 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.

20. Health, Safety and Policy

- 20.1 The Applicant shall complete and return a risk assessment method statement (RAMS) and/or a fire risk assessment for the Service in the form, manner and within any timeframe specified by Manchester Cathedral.
- 20.2 The Applicant 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 Applicant and any Third Party must comply with all relevant health and safety legislation and any measures implemented by Manchester Cathedral.
- 20.3 The Applicant 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 Applicant at any time, and shall use reasonable efforts to ensure that any Guests or other persons present at the Service so comply.
- 20.4 At the request of Manchester Cathedral, the Applicant shall complete and return a contractor approval form in the form and manner specified by Manchester Cathedral. The Applicant shall complete and return the form together with any supporting documentation no later than 30 days prior to the date of the Service.
- 20.5 Notwithstanding Condition 20.4, the Applicant shall ensure that all Third Parties shall be reputable and suitably qualified and skilled to perform the relevant services and the Applicant shall at all times remain liable for the acts and omissions of the Third Parties.
- 20.6 The Applicant must obtain written approval from Manchester Cathedral at the point of booking if the Service involves the use, provision or supply of, or the creating, making or constructing of any of the following or any similar work:
 - 20.6.1 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.;
 - 20.6.2 the provision of temporary services, such as electrical and data cabling installations; or
 - 20.6.3 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.
- 20.7 The Applicant 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 Applicant's use of the Venue during the Period of Hire. It is the Applicant's responsibility to establish whether such regulations will apply to this Agreement and its use of the Venue.
- 20.8 If the Applicant fails in their obligations in Conditions 18.1 and 20.3 the Applicant 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 Applicant.

20.9 The Applicant 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.

20.10 Manchester Cathedral shall notify the Applicant of any health and safety hazards which may exist or arise at the Venue which may affect the Service.

20.11 Manchester Cathedral will make a sufficient number of fire marshals available at the Service which shall be determined by the information provided by the Applicant at the time of booking the Service. The Applicant 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 Service of a fire or other emergency.

20.12 The Applicant 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.

20.13 The Applicant shall ensure that a fully trained first aider shall be present for the duration of the Service at the cost of the Applicant.

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

21. Safeguarding

21.1 The Applicant shall, and shall ensure that the Third Parties shall, have and maintain an appropriate safeguarding policy covering the Period of Hire. The Applicant shall make a copy of its safeguarding policy available to Manchester Cathedral. Without prejudice to the foregoing, the Applicant 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 Applicant does not have, or cannot produce its own safeguarding policy, the Applicant shall be required to comply with Manchester Cathedral's and the Church of England's safeguarding and child protection policies. The Applicant 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 Applicant cannot produce written confirmation that the checks and clearance procedures have been satisfactorily completed, Manchester Cathedral reserves the right to terminate the Service immediately without notice where it is to include any regulated activity with children or vulnerable adults.

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

22. Force Majeure

22.1 Manchester Cathedral reserves the right to cancel the Service 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.

22.2 In the event that the Service cannot take place as a result of any event, circumstance or cause provided for under Condition 22.1, the parties shall use reasonable endeavours to postpone the Service to a new suitable date. The parties shall have 90 days from the original date of Hire to agree a new date for the Service and if the parties cannot reach an agreement within such time, Manchester Cathedral will refund any Hire Charges paid by the Applicant, including the deposit, less any reasonable expenses incurred by Manchester Cathedral in connection with the Service or the cancellation of the Service.

23. Assignment

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

24. 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.

25. 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.

26. Variation

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

27. 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.

28. Service Approval

The content of any service requires prior approval by the Canon Precentor, to ensure that the Cathedral fulfils its obligation that all Services are consonant with the Christian faith and in accordance with Canon Law.

Manchester Cathedral (Company No. 08808544)

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