



**CHESTER
CATHEDRAL**

1. Parties, Definitions and Interpretations

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

1.2 In these Conditions the following definitions shall apply:

Additional Charges	Means any fees that may be chargeable by Chester Cathedral for any alteration to numbers, services, times, dates or areas used in addition to those agreed in the Quotation.
Agreement	Means the contract concluded between Chester Cathedral and the Hirer including these Conditions, the agreed and signed Quotation, and Function Sheet, and any subsequent clarifications and any other documents which are agreed in accordance with specific conditions of, or the general variation Condition of, these Conditions, and which together form a binding contract between Chester Cathedral and the Hirer. In the event of any conflict or inconsistency between any of these documents and the Conditions, the Quotation shall prevail.
Chester Cathedral	The Cathedral Church of Christ and The Blessed Virgin Mary in the Diocese of Chester, charity number 1203715.
Chester Cathedral Representative	The Chester Cathedral representative nominated in the Quotation.
Consumables	Means the food and drink (including alcoholic drinks) to be supplied by Chester Cathedral at the Event.
Event	Is the activity/function taking place at the Venue during the Period of Hire, as described in the Quotation.
Quotation	Means the document recording the details of the Event, including the Hire Charge, agreed between Chester Cathedral and the Hirer at the time of booking.
Function Sheet	Means the details of the Event, including any alteration to numbers, Consumables, Catering, times, dates or areas used, and as agreed between Chester 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 Chester 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 Quotation and any further Additional Charges as agreed between Chester Cathedral and the Hirer for the purposes of the Event.

Period of Hire	Is the period of time as described in the Quotation and includes any time required by the Hirer to rehearse, set up and clear the Venue.
Preservation	All activities designed for the care and conservation of Chester Cathedral and other buildings on the Chester Cathedral estate and contents, including all measures provided for under The Care of Cathedrals Measure 2011.
Catering	Means the provision of catering services, Event services and supply of Consumables as included on the Quotation and Function Sheet.
Venue	Refers to any room, ancillary area or grounds, on the Chester Cathedral estate, or any other area or grounds outside of the Chester Cathedral estate, so designated in the Quotation and to which the Hirer has been granted permission to enter and/or use under the Agreement.

1.3 Unless the context otherwise requires, masculine includes the feminine, and the singular shall include the plural, and vice-versa.

1.4 Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

1.5 Any notice or other communication which is to be given by either party to the other shall be given by letter (sent by hand or post or by registered post or by the recorded delivery service) or transmitted by electronic mail. 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 Quotation is received from the Hirer;
- 2.1.2 a signed copy of these Conditions is received from the Hirer; and
- 2.1.3 the appropriate deposit has been paid by the Hirer.

2.2 The Venue(s) shall be held provisionally for 14 calendar days following the enquiry by the Hirer (**Provisional Hold Period**). After this time the Venue shall be made available for booking by other parties and Chester Cathedral reserves the right to make such bookings without prior notification to the Hirer.

2.3 In the event that Chester Cathedral receives an enquiry from a third party for a provisional booking for the proposed date of the Event during the Provisional Hold Period, Chester Cathedral reserves the right to reduce the Provisional Hold Period on notice to the Hirer. On expiry of the reduced Provisional Hold Period, the Venue shall be made available for booking by other parties and Chester Cathedral reserves the right to make such bookings without notification to the Hirer.

3. Hire Agreement

Chester Cathedral Events: Terms and Conditions

- 3.1 The Period of Hire, Venue and Service(s) to be provided, will be agreed between the Hirer and Chester Cathedral and shall be detailed on the Quotation together with the permitted number of guests.
- 3.2 The Hirer must pay a non-refundable deposit to Chester Cathedral in accordance with Condition 19.1 to secure the booking.
- 3.3 The Hirer will meet the costs of the Event as set out in the Quotation, as well as any Additional Charges.
- 3.4 It is the Hirer's responsibility to notify Chester Cathedral of its authorised representative for the Event.
- 3.5 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.

4. Entry

- 4.1 Chester Cathedral is an active place of worship. Chester 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.
- 4.2 Access to the Venue is granted at the sole discretion of Chester Cathedral. The Agreement does not constitute the grant of a tenancy and does not confer on the Hirer any right to exclude Chester Cathedral or those acting on behalf of Chester Cathedral from the Venue.
- 4.3 Chester Cathedral reserves the right for any duly authorised representative of Chester Cathedral to enter the Venue at any time during the Event.
- 4.4 The Hirer acknowledges and shall ensure that where access to the Venue is required by the Hirer's contractors or any other third parties, the contractor(s) or third parties shall arrange and agree the timing of and duration of such access directly with Chester Cathedral.
- 4.5 The access granted under the Agreement may be suspended, or amended, at any time, at the sole discretion of Chester 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 clause 4.6, the Hirer shall at its expense vacate Chester Cathedral together with all equipment and personnel within 8 hours of being informed of the suspension or amendment of access by Chester Cathedral, or within such other time, whether shorter or longer, as required by Chester Cathedral. The decision of Chester Cathedral will be final and no notice need be given.
- 4.6 In the event that the Hirer is required to vacate Chester Cathedral under clause 4.5 and it is unable to remove all of the Hirer's equipment within the time specified under clause 4.5, the Hirer shall in any event vacate Chester Cathedral together with its personnel and Chester Cathedral shall use reasonable endeavours to arrange a suitable date and time for the Hirer to re-enter Chester Cathedral 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.
- 4.7 Chester 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 Chester Cathedral incurring liability to the Hirer or any third party.

- 4.8 The Hirer permits Chester 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.
- 4.9 Chester Cathedral reserves the right to request that security licensed and regulated by the Security Industry Authority be present at the Event at the cost of the Hirer.
- 4.10 Any individual granted access to the Venue must at all times comply with the security and health and safety rules governing conduct at Chester Cathedral and with the instructions of relevant Chester Cathedral and security personnel at the Venue.
- 4.11 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 Chester Cathedral. The ticket must comply with Condition 11, and must specify the Venue.

5. Facilities

- 5.1 The Hirer may have access to the venue at the time stated on the Quotation. Rehearsal, set up and clear up times must be included in the agreed Period of Hire and must be paid for (**Rehearsal Time**).
- 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.
- 5.3 There are limited visitor parking facilities. Subject to clause 5.4, 6 spaces are available to hire for a fee in respect of Events taking place during the daytime between the hours of 08.00 and 18.00, and a maximum of 10 spaces available for hire for a fee for Events due to take place in the evening between the hours of 18.00 and 00.00. All car parking requests must be made at the time of booking and vehicle registration numbers for each parked vehicle must be made available to Chester Cathedral no later than 7 days prior to the Period of Hire.
- 5.4 Access to the Chester Cathedral estate is controlled by removeable anti-terrorism bollards which are owned and operated by Cheshire West and Cheshire Council (**CWAC**) in conjunction with the Police. Chester Cathedral may, but shall not be obliged to, apply to CWAC for access to the Chester Cathedral estate on behalf of the Hirer providing that the Hirer shall make such request no later than 20 days prior to the date of the Event. Any and all costs incurred by Chester Cathedral as a result of making and/or preparing an application to CWAC and/or the Police for access shall be paid by the Hirer.
- 5.5 Chester Cathedral shall have no liability to the Hirer for any failure to apply for such access or as a result of CWAC or the Police (i) rejecting any such application; or (ii) failing to remove the bollards on the day of the Event. The Hirer shall provide the following information to Chester Cathedral at the time of its access request:
- 5.5.1 Date(s) and time of required access;
 - 5.5.2 Make, model and colour of the vehicle;
 - 5.5.3 Vehicle registration number; and
 - 5.5.4 Name of the driver of the vehicle.
- Where any such access is granted to the Hirer, the Hirer agrees to park off the Highway and on the area of the Chester Cathedral estate designated at any time by the Chester Cathedral Representative.
- 5.6 Any access granted to the Hirer by CWAC and/or the Police pursuant to clause 5.4 may be suspended, or amended at any time, at the sole discretion of CWAC, the Police or Chester Cathedral for any reason and Chester Cathedral shall have no liability whatsoever to the Hirer.

The decision of CWAC, the Police or Chester Cathedral to suspend or amend access to the Chester Cathedral estate will be final and no notice need be given.

5.7 Chester Cathedral shall make available for the duration of the Period of Hire a duty manager, and vergers to assist with the running of the Event. The duty manager 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 duty manager at all times. Chester Cathedral and the Hirer shall agree any first aid provision at the time of booking.

6. Use of the Venue

6.1 No part of the Venue may be used for any purpose other than that described in the Quotation and Function Sheet.

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 Chester Cathedral or to any other customers of Chester Cathedral, or any owner or occupier of neighbouring property.

6.3 No animal is to be brought into the Venue without the prior written consent of Chester Cathedral at the time of booking. Assistance dogs within the meaning of the Equality Act 2010 are exempt.

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

6.5 The Hirer is responsible for obtaining any required licenses and for paying all performance fees payable in connection with the Event including without limitation all Performing Rights Society for Music (**PRS**) licence fees. Notwithstanding the foregoing, Chester Cathedral may (in its sole discretion) at the request of the Hirer at the time of booking and in consideration of the Hirer making payment to Chester Cathedral of a £50 administration fee, submit to PRS the information required by PRS for the purposes of enabling PRS to:

6.5.1 establish the type of licence required by the Hirer for the Event; and

6.5.2 assess the amount of the licence fee due to PRS.

Any information submitted to PRS in accordance with this clause will be submitted in the name of and on behalf of the Hirer. The Hirer shall indemnify and hold harmless Chester Cathedral against any costs, losses or expenses that it suffers or incurs as a result of the Hirer failing to obtain and/or make payment of any fees payable in connection with the Event, including without limitation any such fees assessed on the Hirer by PRS.

6.6 Evening events must be brought to a close by the time detailed in the Function Sheet and the Hirer shall ensure that all guests shall have left the Venue within 30 minutes of that time. Chester Cathedral reserves the right to recover Additional Charges from the Hirer, in such sum as Chester Cathedral may at its discretion charge, in the event of a late vacation of the Venue.

6.7 Overruns shall only be granted at the discretion of Chester Cathedral following discussion with the Hirer or their authorised representative. Chester 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.

6.8 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 Chester Cathedral estate immediately and Chester Cathedral reserves the right to cancel the Event forthwith.

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 Cathedral.
- 7.2 No posters, boards, signs, flags or other emblems or advertisements are to be displayed outside any part of the Venue without prior consent of Chester Cathedral.
- 7.3 In such instances where Chester Cathedral gives permission for any type of signage to be used the Hirer must follow the explicit instructions given by Chester Cathedral and Chester 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 Permission must be sought from Chester Cathedral for the use of any images, trademark or name owned or managed by Chester Cathedral on any ticket or publicity relating to the Event.

8. Consumables and Catering

- 8.1 Unless otherwise agreed at the time of booking, Chester Cathedral has the sole right to the provision of Consumables and Catering at the Venue and at the Event. Chester Cathedral does not permit the use of any third party caterers and no food or drink (including alcoholic drinks) may be used or brought into the Venue by the Hirer or their guests.
- 8.2 Special dietary requirements can be catered for if notified to Chester Cathedral no later than 14 working days prior to the Event (excluding bank holidays and weekends). After this time, every effort will be made to meet the special dietary requirements. Provision of special dietary requirements may incur Additional Charges.
- 8.3 When Consumables are charged on a consumption basis, the Hirer shall check the opening and closing of stocks of Consumables in the presence of the Chester Cathedral Representative. In the event of the Hirer refusing or delaying to do so, the figures recorded by Chester Cathedral shall be conclusive.
- 8.4 It is the Hirer's responsibility to ensure that all orders of Consumables or other Catering are signed for by the authorised representative of the Hirer. Where the Hirer fails to notify Chester Cathedral of its authorised representative and orders are placed by a person acting on the Hirer's behalf, the figures recorded by Chester Cathedral shall be conclusive and the Hirer shall be bound to pay the charges for the Consumables and Catering as part of the Hire Charge or an Additional Charge.
- 8.5 It is the Hirer's responsibility to provide instructions to Chester Cathedral as to whether its guests may be allowed upon request at the Event, alternative or additional Consumables or Catering, and to what level of cost. Where the Hirer fails to provide such instructions, the decisions and the figures recorded by Chester Cathedral shall be conclusive and the Hirer shall be bound to pay the charges for the Consumables and Catering as an Additional Charge.
- 8.6 All Consumables and Catering offered are subject to availability. Where Consumables or Catering are not available, reasonable endeavours will be made to offer a substitute.
- 8.7 Chester Cathedral is fully licensed in the sale of alcohol, performance of dance, exhibition of films, live music, recorded music, performance of a play or entertainment of a similar description. Chester Cathedral will provide a bar inclusive of staff for a period time detailed on the Function Sheet prior to the commencement of the Event and during any interval. Except to the extent that the Event is a seated dinner or reception, glass is not permitted within the Nave during the Event and all drinks will be served in cans.

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 Quotation (**Maximum Number of Guests**) must not be exceeded for any reason. Chester 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, Chester 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 contractors.
- 9.4 Final catering numbers are required 14 working days (excluding bank holidays and weekends) before the Event. Charges for Catering will be based on that number or the number actually attending, if greater. If Chester Cathedral provides the Catering for any number less than the guaranteed minimum number and the minimum catering charge stipulated in the Function Sheet, Chester Cathedral charges to the Hirer based on the number previously advised, will nevertheless apply in full.
- 9.5 If numbers fall below, or are expected to fall below, the expected number of guests provided under Condition 9.3, Chester Cathedral reserves the right to relocate the Event to a smaller room or space and/or reduce the allocated floor plan at any time before the start of the Event.

10. Equipment including Electrical Equipment

- 10.1 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.
- 10.2 No additional heating, power, cabling or other electrical fittings or appliances are to be installed or used within the Venue without prior consent of Chester Cathedral.
- 10.3 No additional lighting, or any high intensity or halogen lighting are to be installed or used within the Venue without prior consent of Chester Cathedral.
- 10.4 Where Chester 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 Chester Cathedral against all claims and expenses for any injury or damage caused by such equipment.
- 10.5 In addition, such equipment must comply with relevant Use of Our Spaces guidance, and where used in areas of worship, be approved for use by Chester Cathedral prior to the Event.
- 10.6 All portable electrical equipment brought in to the Venue by the Hirer or their contractors must be PAT tested and display current certification labels, or the Hirer shall provide proof of compliance at the request of Chester Cathedral. Chester Cathedral reserves the right to disconnect and/or remove electrical equipment from the Venue which does not display evidence of a PAT test within the previous 12 months.
- 10.7 No electrical equipment shall be left charging unsupervised in any circumstances.
- 10.8 The use of haze, smoke, pyrotechnics or other similar special effects is strictly prohibited in the Venue without prior agreement and then only to the extent that:
- 10.8.1 the Hirer can produce a valid COSHH Awareness Certificate and risk assessment; and
 - 10.8.2 any haze is formed from a water-based haze fluid and shall be dispersed in full no later than the scheduled time of vacation of the Venue.

11. Box Office

- 11.1 Chester Cathedral provides a box office and ticketing service as part of a ticketed event within the Venue upon request for the fee agreed in the Quotation. The box office service will offer advanced sales and walk up sales prior to the Event.
- 11.2 The Hirer shall complete and return an Event entry form in the form, manner and within any time frame specified by Chester Cathedral for the purpose of enabling Chester Cathedral to provide its box office service. Chester Cathedral shall have no obligation to open the box office or sell any tickets for the Event until it is in receipt of a completed Event entry form from the Hirer.
- 11.3 Chester Cathedral is acting as a ticket agent on behalf of the Hirer. Any disputes or refund requests shall be referred to the Hirer either directly or by directing the complainant to the Hirer using the contact details given to Chester Cathedral at the time of booking. The Hirer shall indemnify Chester Cathedral against any costs, losses and expenses it incurs in the provision of the box office service.
- 11.4 Chester Cathedral reserves the right to deduct any charges in settlement of any programmed Event at the Venue or other sums due to Chester Cathedral from the Hirer against any outstanding payment in respect of the box office take.
- 11.5 If the Event requires tickets with specific pricing, row and seat details or general admission details, the Hirer must liaise with Chester Cathedral at the time of booking to ensure that the tickets comply with Venue seating plans.
- 11.6 Box office opening times are at the sole discretion of Chester Cathedral and are subject to change. Current opening times are:
- 11.6.1 Online: 24/7
 - 11.6.2 Telephone: Monday – Friday | 09:30 until 17:00
 - 11.6.3 In Person Sales:
 - 11.6.3.1 Monday – Saturday | 09:30 until 17:00
 - 11.6.3.2 Sunday | 09:30 until 16:00
- 11.7 Except as provided for in Condition 11.10, Chester Cathedral shall be responsible for:
- 11.7.1 correctly numbering the chairs in advance of the commencement of the Event in accordance with the seating plan issued by Chester Cathedral at the time of booking; and
 - 11.7.2 checking tickets on entry to the Venue and assisting guests to their allocated seating.
- 11.8 Chester Cathedral shall make payment to the Hirer of the total box office income for the Event less any amounts under Conditions 11.1 and 11.9 and any other provision of this Agreement within one calendar month of the end of the Period of Hire.
- 11.9 Chester Cathedral reserves the right to charge a booking fee on the sale of each ticket.
- 11.10 In the event that the Hirer uses its own box office, the Hirer shall be responsible for:
- 11.10.1 correctly numbering the chairs in advance of the commencement of the Event in accordance with the seating plan issued by Chester Cathedral at the time of booking; and
 - 11.10.2 checking tickets on entry to the Venue and assisting guests to their allocated seats.

Chester Cathedral may assist the Hirer in respect of those matters listed in Conditions 11.10.1 and 11.10.2 upon request, subject to availability and in consideration of a fee.

12. Merchandise

- 12.1 The Hirer may sell merchandise at the Venue during the Period of Hire with the prior written consent of Chester Cathedral. Risk of loss or damage to any and all merchandise shall at all times remain with the Hirer. Chester Cathedral does not accept any liability for any loss or damage of any merchandise, money or equipment of the Hirer.
- 12.2 Chester Cathedral shall be entitled to a commission of 10% plus VAT of the total value of all sales of merchandise during the Period of Hire.
- 12.3 The Hirer shall promptly notify Chester 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 Chester Cathedral in accordance with this Condition 12 shall be immediately due.
- 12.4 Chester Cathedral shall invoice the Hirer for the commission payable together with any applicable VAT and the due date for payment shall be 7 days of the date of Chester Cathedral's invoice.

13. Gambling

- 13.1 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 Chester Cathedral and then only to the extent that such Gambling is for charitable benefit.
- 13.2 In the event that any Gambling is to take place in accordance with Condition 13.1:
- 13.2.1 it shall be the responsibility of the Hirer to obtain any licences and permissions required under the Gambling Act 2005; and
- 13.2.2 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.

14. Smoking

- 14.1 Except in designated smoking areas, smoking in the Venue is strictly forbidden, including the use of E-cigarettes.
- 14.2 The use of candles (except LED candles) or other forms of naked flame in the Venue is strictly forbidden.
- 14.3 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 contractor 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 Chester Cathedral occasioned by the 'triggering' of fire alarms.

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, Chester Cathedral.
- 15.2 The Hirer shall adhere at all times to Chester Cathedral's *Using Our Spaces: Guidance for event coordinators at Chester Cathedral, dated March 2023*, a copy of which is available to the Hirer upon request.

15.3 The Hirer shall pay to be made good any damage caused by any guest, person or contractor 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 Chester Cathedral.

16. Liability and Indemnity

16.1 Unless caused by the negligence or wrongful act of Chester Cathedral, its officers, employees and agents and provided always that Chester Cathedral may at its discretion first decide whether they wish to settle a claim, the Hirer shall indemnify and hold harmless, Chester Cathedral, its officers, employees and agents in full against any claim arising from the Hire in the event of:

16.1.1 the death of, or any injury caused to, any person attending Chester Cathedral in connection with the Event;

16.1.2 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;

16.1.3 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 contractors;

16.1.4 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 contractors.

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

16.2.1 death or personal injury caused by negligence; and

16.2.2 fraud or fraudulent misrepresentation.

16.3 Subject to Condition 16.2, Chester Cathedral shall not be liable for:

16.3.1 the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Venue; or

16.3.2 damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests or invitees to the Venue, except to the extent that such damage or theft arises from the negligence of Chester Cathedral.

16.4 Subject to Condition 16.2 and Condition 16.3, Chester Cathedral total liability to the Hirer shall not exceed the Hire Charge.

16.5 Chester 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.

16.6 Chester Cathedral shall not be liable to the Hirer by reason of any delay in performing or any failure to perform any of Chester Cathedral's obligations in relation to the Event if such delay or failure is due to any cause beyond Chester Cathedral's reasonable control.

16.7 Unless the Hirer notifies Chester 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.

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

18. Handling of Claims

18.1 Chester Cathedral shall notify the Hirer as soon as reasonably practicable of any claim or proceedings for which the Hirer may be liable under Condition 16.

18.2 Where the Hirer is or may be liable to indemnify Chester Cathedral in respect of any claim or proceeding he or, if he so wishes, his insurers, shall, subject to the rest of this Condition be responsible for dealing with or settling that claim or proceeding, provided that such responsibility is agreed with Chester Cathedral in writing.

19. Payment of Hire Charge

19.1 The Hirer shall pay a deposit towards the Hire Charge to Chester 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 Conditions 19.2, 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.

19.2 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 Chester Cathedral.

19.3 In the event of Chester Cathedral incurring additional expense not provided for in any quotation as a result of the occurrence of the Event i.e. variation and/or alteration of instructions and/or details and/or a failure by the Hirer or his representative to provide the same, such additional expense shall be added to the price as an Additional Charge.

19.4 Chester Cathedral shall issue an invoice to the Hirer after the Event for any Additional Charges which must be paid within 7 calendar days of the date of the invoice.

19.5 If payment of the Hire Charge is not received by the dates set out in this Condition, Chester Cathedral reserves the right to cancel the Event without liability of Chester Cathedral to the Hirer.

19.6 For the avoidance of doubt Chester 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.

19.7 All payments, as detailed on the Quotation, may be made by:

19.7.1 credit or debit card by calling Chester Cathedral on 01244 500959 quoting the booking number set out in Chester Cathedral's invoice as the payment reference; or

19.7.2 BACS transfer from a UK bank account into the following account: Account Name: Chester Cathedral: NatWest: Sort Code: 60-40-08: Account Number: 79830625.

19.8 Chester Cathedral reserves the right to review and increase its prices for Consumables and/or Catering during the period between the date of booking and commencement of the Period of Hire.

19.9 All prices in relation to this Agreement are stated inclusive of VAT (to the extent applicable) at the prevailing rate. VAT shall be payable by the Hirer for any taxable Catering supplied within this Agreement.

20. Cancellation by Chester Cathedral

20.1 Chester Cathedral may cancel the Event if, in the reasonable opinion of Chester Cathedral:

20.1.1 the Venue or any area within the Chester Cathedral estate is closed due to circumstances outside its control which precludes the Event taking place or under clause 4.5;

20.1.2 safe staffing levels cannot be maintained to operate the Venue safely and in consideration of other Events scheduled to take place;

20.1.3 there are any health and safety hazards which may exist or arise in the Venue or any area within Chester 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;

20.1.4 the Hirer fails to pay any amount due under this Agreement on the due date for payment;

20.1.5 the Hirer breaches any term of this Agreement;

20.1.6 the Hirer becomes unable to pay its debts as they fall due or enters into liquidation, administration or bankruptcy;

20.1.7 the Event may, in the opinion of the Chester Cathedral, damage or prejudice the reputation and/or good name of Chester Cathedral.

20.2 Chester Cathedral may cancel the Event at any time in accordance with the Conditions in this Agreement, including, for example, Conditions 4.8, 6.8 and 9.2;

21. Cancellation by the Hirer

21.1 The Hirer may cancel the booking by giving Chester Cathedral notice in writing. In such circumstances, the Hirer shall compensate Chester Cathedral for any loss suffered by it as a result of the cancellation.

21.2 In the event of a cancellation, the Hirer will forfeit their deposit in all circumstances.

21.3 There is no obligation on Chester Cathedral to find a replacement booking.

22. Breach by the Hirer

22.1 If the Hirer fails to observe and perform any of these Conditions or causes damage to the Venue or any area on the Chester Cathedral estate as a result of the Event, Chester Cathedral may:

22.1.1 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

- 22.1.2 charge to and recover from the Hirer any costs, losses and expenses incurred by Chester 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.

23. Health, Safety and Policy

- 23.1 The Hirer shall complete and return a risk assessment for the Event in the form, manner and within any timeframe specified by Chester 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 persons or appointed contractor working on their behalf must comply with all relevant health and safety legislation and any measures implemented by Chester Cathedral.
- 23.3 The Hirer shall comply (and ensure that any person working on its behalf and its contractors comply) at all times with all of Chester Cathedral's policies and procedures, including without limitation the Chester Cathedral Contractor Handbook, and any instructions or notices of Chester 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 Chester Cathedral, the Hirer shall complete and return a contractor approval form in the form and manner specified by Chester 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 The Hirer must obtain written approval from Chester 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:
- 23.5.1 structures of any size, including temporary demountable structures such as stages, platforms, marquees, awnings, camera stands etc;
 - 23.5.2 the provision of temporary services, such as electrical and data cabling installations;
 - 23.5.3 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.
- 23.6 The Hirer shall, and shall ensure that each of its contractors and 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.
- 23.7 If the Hirer fails in their obligations in Conditions 22.1 and 23.3 the Hirer and/or their appointed contractor will not be permitted to undertake the proposed work/service in the Venue and Chester Cathedral shall have no liability to the Hirer.
- 23.8 The Hirer must ensure that at no time do they or any of their guests or contractors block, cover up or interfere with any emergency exit.
- 23.9 Chester Cathedral shall notify the Hirer of any health and safety hazards which may exist or arise in Chester Cathedral which may affect the Event.

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

24. Safeguarding

The Hirer shall, and shall ensure that each of its contractor(s) 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 Chester 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 Chester 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, Chester Cathedral reserves the right to terminate the Event immediately without notice where it is to include any regulated activity with children or vulnerable adults.

25. Force Majeure

- 25.1 Chester 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.
- 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, Chester Cathedral will refund any Hire Charges paid by the Hirer, including the deposit, less any reasonable expenses incurred by Chester 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 Chester 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

Chester Cathedral Events: Terms and Conditions

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

The Hirer hereby signs to confirm its acceptance of the Conditions set out herein.

Signed by [NAME OF
DIRECTOR] for and on behalf
of the Hirer

.....
Director

.....
Date

OR

Signed by [TITLE AND FULL NAME IF
THE HIRER IS ENTERING INTO THE
CONTRACT IN A PERSONAL CAPACITY]

.....
Signature

.....
Date