

1. Commission (Only applicable to event agencies – not applicable to weddings)

Commission will be paid on contracted room hire, accommodation and pre-ordered food and beverage. No commission will be paid on additional spend when the event takes place, equipment hire or event food or cancelled events. Commission rate and terms must be agreed in advance.

2. Food and Beverage

A 10% service charge will apply to all food and beverage. Any beverage pre ordered is non refundable and non transferable. If pre ordered beverage remains following the event the client may take this with them. Catering must be provided for 100% of people attending the event.

3. Amendments

If you need to change numbers, timings, food, drink or equipment we (the “Hotel”) are happy to help you (the “client”), subject to availability. Charges will be re-assessed according to the Client’s change of arrangements. Please confirm any changes in writing.

4. Cancellation

This is important as it can affect both our business and your budget. The Hotel wants at all times to be able to provide the service, as detailed in the Banquet Event Order of your booking. Because each service we provide has a ‘lead time’ we reserve the right to protect our ability to re-book any cancelled accommodation or event space. The cancellation date is the date that the hotel receives notification in writing from the client. We have indicated below the cancellation policy for each service, please do take note. Contracted charges refer to pre-booked, guaranteed, committed to packages for F&B / services / Room hire/ accommodation / minimum spends and any other charges as stated on contract. Bedroom accommodation – please note that the percentage is based upon the room rate, times the total number of rooms, times the number of nights those rooms have been booked.

Cancellation Charges Policy

This is important as it can affect both our business and your budget.
The Hotel wants at all times to be able to provide the service.

Events

91 days or over:	20% of contracted charges
61 to 90 days:	40% of contracted charges
31 to 60 days:	60% of contracted charges
15 to 30 days:	80% of contracted charges
14 days or less:	100% of contracted charges

Weddings

121 days and over:	20% contracted charges
91 to 120 days:	40% of contracted charges
61 to 90 days:	60% of contracted charges
60 to 31 days:	90% of contracted charges
31 to 60 days:	80% of contracted charges
30 days or less:	100% of contracted charges

5. Payment & Deposits

Initial deposit is required on all meetings/events to fully confirm. Failing to make payment within the requested time will result in the reservation being released from our system. Upon the contract being signed and returned to the hotel you as the client will be liable to pay the required deposit amount shown on your contract. Any final balance after the event is required to be settled prior to departure from the hotel. The Client is obliged to pay for all services requested, including any additional or third party services contracted in connection with the booking. All prices are quoted in pounds sterling. Tax is included and is bound by all the local laws on the subject and the level of tax or VAT is applicable at the time of event not at the time of booking. It is confirmed that the standard rate of VAT will return to 20% from 1st April 2022 for all hospitality services (food, beverage, alcohol, room hire, accommodation). Any additional costs incurred in pursuit of payment will be charged to you. All initial deposits are non-refundable and non-transferable, apart from in the event that the Hotel is unable to provide the services specified in the Event Contract, unless such failure to provide services is caused by the acts or omissions of the Client. Contracted charges refer to pre-booked, guaranteed, committed to packages for F&B / services / Room hire/ accommodation / minimum spends and any other charges as stated on contract. Bedroom accommodation – please note that the percentage is based upon the room rate, times the total number of rooms, times the number of nights those rooms have been booked.

All bookings must be fully pre-paid in advance, otherwise we reserve the right to cancel your event, cancellations charges will apply. Please refer to your event contract for payment schedule details.

Cancellation Charges Policy

Valid from the date of signing contract for bookings received X days before the event date, as per the schedule below:

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6. Withdrawal of the hotel(s)

If affected by any or all Acts of God, we reserve the right to withdraw from any agreements. Similarly should we be subject to any other considerations beyond our control we may withdraw. The hotels will reserve the right to withdraw from a contract without notice should the event be deemed to prejudice the reputation of the hotel in question. In the event of any cancellations due to the above reasons the hotel will refund all advance payments, but will have no liability to the Company/Operator or its clients. We may withdraw from a contract if any payments from the Organiser or the Company are in excess of 10 days, or if the Company becomes insolvent.

7. General

The terms apply to all services we can provide for you or those you book with. They also apply to any arrangements made in connection with your booking. The hotel should be aware of reasons for the booking of meeting rooms or any public area. Similarly the booking of bedrooms must be above board at all times. We reserve the right to review all bookings at any time. The terms and conditions of the Client, whilst respected do not supersede those of the Hotel, unless agreed in writing. You are welcome to use your own equipment for the purposes of your event as long as it is in agreement with the hotel. The hotel will not be liable for any claim arising for the use of this equipment and reserved the right to claim for any damages resulting for such use. Once both parties have signed they become contractual partners. Change can be agreed with due notice. Any third party, as an individual or commissioned by the Client adding or changing the terms and conditions of the agreement become jointly liable for all payments arising from the contract.

Any supplier booked via third party must adhere to all hotel policies at all times and provide any Certificates, Permissions and Insurance as requested by the hotel at the time of the booking. Reasonable charges will be made for damages to the Hotel as a result of smoking, damage or misuse by the Client within the Hotel. This is extended to wall coverings and decoration damaged by adhesives such as blue tac and sellotape etc. Any decorative materials brought onto the premises must comply with Fire Protection Regulations. Proof of this may be requested. No items should be attached to the walls without consultation with the Hotel. Hire of the rooftop lounge does not necessarily include private hire of the terrace unless stated otherwise. Hire of the rooftop lounge & terrace does not include the hot tub and residents section of the terrace which will be cordoned off for use by hotel guests only.

Please can we ask that you specify the nature of your event at the time of your booking. Our company policy does not allow any derogatory decorations or memorabilia or entertainment. If your event is a wedding, hen or stag party and it is not stated at the time of booking we will ask the party to leave the premises and there will be a full cancellation charge. Please note all event spaces and public areas of the Hotel are monitored by CCTV.

8. Advertising

Any use of the Hotel name or logo by any party outside the Client must be with written permission by the hotel/group Sales and Marketing Department. Any misuse or misrepresentation will result in prosecution.

8. Technical Equipment

Where equipment is hired and installed for a Client's event, then the Client accepts liability and expense. Should damage occur to the equipment through misuse by the Client, the Client exonerates the hotel from any liability arising. Installation of any electrical equipment not belonging to the hotel needs the hotels permission. The Client is responsible for the proper use of their equipment while in the hotel. Any damage caused to the hotel's installations will be charged for on receipt of a demand from the Hotel. The organiser may use their own telephone, facsimile machine or data equipment through the hotel's data lines with prior written permission. On no account will the Client make use of or attempt to access the Hotel's building management systems. A fee may be levied for the use of the Hotel's data transportation systems. Where the hotel is not responsible for reasonable delays caused by technical equipment, the Client is not entitled to delay or withhold payment. It is the Client's responsibility for bringing any equipment or personal belongings onto the hotels premises. The Hotel is not liable for any loss or damage. If at the same time the Client is

a resident of the Hotel, then the hotel shall only be held liable for up to the limit set by the Hotel Proprietor's Act. Equipment should be removed immediately after the event. The Hotel may charge if it is left to store or transport any equipment not removed.

10. Final terms and Conditions

Any agreement that deviates from or is in addition to these Terms and Conditions must be in writing. Any unilateral changes made by the Client will be null and void. Messages sent via facsimile are regarded as received as per the Hotel's journal. E-mails are not held as proof of correspondence. These terms and Conditions are held as subject to English law and the jurisdiction of the English Courts. Where one or more conditions are inoperative or void to the Client it does not impair the rest of the contract. Individual terms or conditions may be replaced through discussion between the Client and Hotel, and at the Hotel's discretion when confirmed in writing. The same procedure must be applied to any circumstances not covered by the contract. Where a particular condition is not present, English Law will be held applicable.

11. Music Terms and Conditions

King Street Townhouse requires contact details for all suppliers once confirmed

South Terrace doors to the Terrace to remain closed at 22.00. To access the terrace the main door is to be used located by the lift. Please note all entertainment must be situated within the lounge and not out on the Rooftop Terrace.

If less than the minimum number of rooms required, surrounding the area booked, music must revert to either hotel music or I pod, at background level monitored by hotel management at 23.00 in the area. All live music to end at 23.00 unless minimum number of rooms surrounding the area booked by the client and/or their guests attending the event. A DJ can play until 01.00am if the required minimum number of rooms surrounding the area are booked by the client and/or their guests attending the event. Please note, hotel management still reserve the right to monitor music levels. Live entertainment booked through a third party must adhere to the hotel's policy regarding music level and license time otherwise the music will be terminated at time of event. Noise limiters are in place at the Hotel. These are set by Manchester City Council. A Duty Manager is available to explain the traffic light system to all third party entertainment acts upon request. Please note that at all times, music levels will be monitored by hotel management. The Hotel is in a residential area and as such has to adhere to music restrictions and noise limiters imposed as standard to venues within Manchester, by Manchester City Council. All entertainment acts must provide a copy of their public liability insurance (to the value of £3 million cover) PRIOR to the event. Under the licensing act 2003, Manchester city council have enforced that all outside areas including the hot tub and roof top are closed between 1am and 8am Monday to Friday and midnight till 8am Sunday's. No guest will be allowed outside during these hours.

12. Covid Clause

Where legal restrictions or government guidance; either prevent the Wedding/Event from going ahead entirely; or dictate that the number of guests who would be legally permitted to attend the Wedding/Event would be radically different to that agreed in this contract; the following provisions of this clause shall apply.

The Hotel shall work with the Clients to reschedule the Wedding/Event to a future date, mutually agreeable to both parties. Where a Wedding/Event is rescheduled, any payments already made for the Wedding/Event will be retained as credit unless otherwise agreed with the Hotel in writing, provided however, that where a Wedding/Event is rescheduled on less than 7 days' notice, the Hotel will be entitled to deduct any incurred costs from the retained credit. If the Hotel and the Clients are unable to reach an agreement as to an appropriate date on which to reschedule the Wedding/Event, the Clients will be entitled to a full refund, minus any costs already incurred by the Hotel. Dates movements may be subject to rates revision, subject to Hotel's confirmation.

13. Overnight Bedroom Stays

Please note Manchester City Visitor Charge applies to all stays arriving from 1st April 2023 onwards. This will be charged upon arrival at £1.20 per room, per night.