

K I M P T O N
CLOCKTOWER
H O T E L

NOTES

General notes:

This contract is a binding agreement and the requirements detailed, prices and attendee numbers stated on this contract will be upheld should you cancel or reduce any element of the contract.

Please note all timings are provisional and can be changed.

To ensure the smooth running of your event; wherever possible please provide the details of one organiser/point of contact who is on-site for the duration of your event. Our staff will meet the appointed contact on arrival to run through your event details and will stay in contact with them throughout the event to keep up-to-date with any last minute changes.

Delivery notes:

If you are having any items delivered or collected to or from the Hotel please notify your co-ordinator as soon as possible. Your coordinator will do their best to allocate a safe place to store delivery/collection however The Kimpton Clocktower does not accept any responsibility for items left at the venue. Please ensure that the delivery is clearly marked for your event and to include the hotel contact name and date of the booking.

Agreement notes:

The contract must be signed and returned within 7 working days. Failure to return the signed contract may result in the booking being released.

We will arrange a final details appointment with you accordingly approximately 14 days prior to your event. All final details include but are not limited to rooming list, final numbers, agenda timings, dietary requirements, menu requirements, beverage requirements,.

Failure to supply these details may result in The Kimpton Clocktower being unable to fulfil your request(s).

Meeting rooms are held until the times stated on the contract and do not include overnight hold unless specified in a prior agreement. Agent commission is paid on pre-booked items up until the day prior to the event and not on final invoice balance and is always paid on the net amount. Commission is not offered on any bar tabs unless pre-booked and pre-paid. Commission is not offered on external orders such as team building or AV equipment.

Your proposal for food and beverage has been calculated using anticipated costs based on current market prices, however price fluctuations caused by various factors including but not limited to inflation, changes in tax rates and currency exchange rates can significantly alter these anticipated costs. Should this be the case you will be notified in writing on any expected price changes 6 weeks prior to your event and given the choice to accept the increased amount or amend menus in accordance with Clause 3.2c

The Kimpton Clocktower Hotel is committed to protecting data privacy and is currently implementing an enterprise-wide programme, allocating substantial resource to ensure compliance with the General Data Protection Regulation (GDPR). Our ultimate aim is to ensure that customers are given full control rights over personal information held by The Kimpton Clocktower Hotel. You can find out more details about your rights, choices and how we use and store personal data in our privacy policy on our website (https://www.ihg.com/content/gb/en/customer-care/privacy_statement)

Cancellation notes:

Please refer to clauses 6 – 9 in our General Terms and Conditions with regards cancellation of your event. Please note should your numbers reduce we reserve the right to adjust allocated function spaces accordingly.

Deposit notes:

Please note unless you have a deposit exempt agreement we require a 50% deposit for all events. If your event is within 21 days from the date you receive your contract then a full pre-payment is required.

50% deposit is required within 10 working days of returning the signed contract.

Billing/accounting instructions:

We require 100% payment for all pre-agreed charges a minimum of 3 weeks prior to your event; unless you have credit facilities with the hotel.

In order for us to invoice the remaining balance less the deposit paid we require a credit application form to be completed in order for us to do a credit check. The credit application must be completed a minimum of 3 weeks prior to your event.

Please ask your coordinator for the credit application form.

Should the credit application prove unsuccessful we require full pre-payment for all pre-agreed charges. Payment must be cleared prior to the start of your event. If payment has not cleared prior to the start of your event; we will require a credit card guarantee.

Catering notes:

Please inform us at your earliest convenience if you are aware of any member of your group who has an allergy or intolerance.

Please note that a set menu is included in ALL of our dinner packages

Property Rules – Kimpton Clocktower

- No load in or out after midnight and before 7am
- No live music in the Whitworth Suite
- Any music played in the Whitworth Suite must be at background level only, PA permitted for VOG only
- No live music in the ballroom after midnight
- All music is to cease by 2am
- The venue operates a noise management plan where decibel readings are taken at specific locations in and around the building. Should these readings be above 60db at any point, volume and bass output will need to be lowered in order to bring the readings under the threshold.
- No confetti of any type is to be used, either as table decoration, in cannons or in balloons.
- Any outside AV are to provide all RAMS and PAT documentation prior to load in and may be required to facilitate a property led H&S inspection
- Any vegetarian choice listed on a table menu must have a pre order only disclaimer
- Dietaries are to be provided along with the guest's name and table number
- We ask that all equipment and materials are collected 48 hours after the final event date. Any materials or equipment remaining at the Kimpton Clocktower will be disposed of 4 weeks after the final event date

The Kimpton Clocktower Hotel

Terms & Conditions (the "T&Cs")

1. Definitions

1.1. A reference to **"The Hotel"**, **"Venue"**, **"we"** or **"us"** means The Kimpton Clocktower Hotel located at Oxford Road, Manchester, M60 7HA and a reference to **"you"** **"your"** or the **"client"** is a reference to the person or entity specified as on the Function Contract.

1.2. The following words when used in these T&Cs shall have the following meanings;

"Agreement"	means the Function contract and these T&Cs;
"Attendee"	means any person attending the event;
"Booking"	means your booking of the event;
"Business Day"	means a day other than a Saturday, Sunday or public holiday in the country within which the Venue is based;
"Charges"	means the prices set out in this Agreement;
"Event"	means the event identified in this Agreement;
"Function Sheet"	means the sheet comprised of the detailed information regarding your function;
"Function Room"	means the room(s) or location(s) specified on the Function Sheet (or if none specified then an appropriately sized room or location at the Venue);
"Relevant Laws"	means all applicable laws, enactments, orders, regulations, licensing requirements, standards and other similar instruments in England and Wales as amended from time to time including without limitation the Bribery Act 2010, the Data Protection Act 2018 and the Equality Act 2010;
"Services"	means any services expressly set out on the Function Sheet;

"Third Party Provider"	means any entertainer or service provider other than The Kimpton Clocktower Hotel or you that performs or provides services at the Event;
"Venue"	means the hotel specified on the Function Sheet.

2. Formation of this Agreement and variation

2.1 The Function Contract together with these T&Cs forms the entire agreement (this "**Agreement**") between the parties and shall apply to the exclusion of all other terms and conditions and supersedes all proposals, marketing materials and prior arrangements or understandings between the parties, relating to its subject matter. Each party acknowledges that in entering into this agreement that it does not rely on any representation, warranty, or other assurance (including without limitation, for the avoidance of doubt, any innocent or negligent misrepresentation or misstatement) of any person (whether a party to this Agreement or not) that is not set out in this Agreement.

2.2 No variation of this Agreement shall be binding on The Hotel unless agreed in writing and signed by a director or other authorized representative on The Hotel's behalf.

2.3 Your Booking shall only be binding by The Hotel when you have received written confirmation of your Booking from The Hotel. Returning a signed Function Contract is not acceptance of your Booking by The Hotel. In respect of any proposed Booking, the following process applies:

- (a) The Hotel shall issue you with a Function Contract after you have made an enquiry for Booking;
- (b) To make a Booking for the Event, you must sign the Function Contract and return it to The Hotel within seven (7) business days;
- (c) If the Hotel accepts your Booking then it shall issue you a written confirmation (in the form of a counter signed contract) within 5 Business Days after receipt of Function Agreement; or
- (d) If The Hotel is no longer able to accept your Booking then it shall notify you within 5 Business Days after receipt of the Function Agreement.

3. The Hotel's Obligations

3.1 The Hotel shall allow you access to the Function Room (and other relevant facilities at the Venue at its direction) on the date and at the times specified in the Function Contract; and provide the Services in all material respects in accordance with the Function Contract, subject to these T&C's;

3.2 If the Hotel is unable to provide the Services or part thereof then:

- (a) in respect of any minor aspect of the Services (to be determined by the hotel acting reasonably) then the hotel may substitute a reasonable alternative. In such circumstances, the hotel shall notify you of the change if reasonably practicable and you may reject or exclude such part of the Services, provided you notify us within 5 Business Days of receipt of notice.
- (b) In respect of material change (The Hotel to determine acting reasonably), The Hotel shall notify you promptly and propose alternatives. You shall be presumed to consent to the changes unless you notify The Hotel within 5 Business Days of receipt. If you do not consent,
- (c) Your proposal for food and beverage has been calculated using anticipated costs based on current market prices, however price fluctuations caused by various factors including but not limited to inflation, changes in tax rates and currency exchange rates can significantly alter these anticipated costs. Should this be the case you will be notified in writing on any expected price changes 6 weeks prior to your event and given the choice to accept the increased amount or amend menus.
- (d) The Hotel shall refund the monies paid in full, unless The Hotel has already incurred expenses from third parties associated with the Event. The Hotel shall have no other liability to you.

3.3 The Hotel shall only be required to provide the Function Room and/ or Services set out in the Function Contract. The Hotel is not liable for the performance of any third-Party Provider or any other services provided at the Event unless agreed in advance and in writing.

4. You Obligations

4.1 You shall pay the Charges in accordance with clause 10 and comply with all reasonable requests of The Hotel relating to the Event.

5. Increases to your Booking

5.1 If you would like to increase the number of attendees, please notify the hotel as soon as reasonably practicable. The Hotel shall reasonably endeavour to accommodate any increase if you notify The hotel of your requirement more than 5

business days prior to the date of the event. There is no guarantee the hotel will be able to accommodate the additional Attendees.

- 5.2** Depending on the size of the proposed increase, it may be necessary for the hotel to change the function room and this change may result in additional costs and function room or venue changes. If this is the case, the hotel will inform you of the revised Charges and Function Room or Venue changes and unless you consent in writing to this revised Charges and/or Function Room or Venue change then the Booking shall remain unvaried (i.e. for the original number of Attendees and the original Function Room).

6 Decreases to your Booking

- 6.1** If you would like to decrease the number of Attendees (a “**Reduction of Attendees**”) then you shall notify us as soon as reasonably practicable. We will use our reasonable endeavours to accommodate the requested Reduction of Attendees. This may require us to change the Function Room and/or may result in an increase in the Charges or the price per Attendee. If this is the case, we will inform you of the revised Charges and/or Venue changes and unless you consent in writing, the original Booking shall remain unvaried and you shall remain liable for the full amount of the Charges. If you opt to cancel your Booking, you may do so in accordance with clause 7 below. The minimum chargeable numbers are those outlined as per the contract and by mutual agreement when applying confirmation of the booking to the hotel.
- 6.2** In the event that a Reduction of Attendees in accordance with clause 6.1 leads to revised Charges that are lower than the original Charges, then the hotel reserves the right to charge you a cancellation charge to compensate the hotel for the lost booking opportunity (e.g. where a smaller Function Room is now required, the lost opportunity of hiring out the original larger Function Room to another customer). The Cancellation Charge shall be waived in the event that the hotel is able to make arrangements to prevent it from suffering any financial loss as a result of the Reduction of Attendees (e.g. to continue the above example, where the hotel is successful in rebooking/hiring out the original Function Room to another customer).

7 Cancelling your Booking

- 7.1** In the event you wish at any time to cancel your Booking you shall notify us in writing as soon as reasonably practicable. Where you cancel your Booking, you shall be liable to pay and shall promptly pay us the applicable cancellation charges set out below (“Cancellation Charges”).

	For Events where the Charges are up to £50,000	For Events where the Charges are £50,000 or more
Time period prior to the Event within which we receive a cancellation notice from you	% of the Charges	% of the Charges
More than 52 weeks	0	0
Between 26 and 52 weeks	25	25
Between 12 and 26 weeks	50	75
Between 8 and 12 weeks	75	90
Between 8 weeks and 21 Business Days	90	100
Between 20 and 0 Business Days	100	100

- 7.2** The Cancellation Charges are calculated on the basis of the probability of the hotel being able to resell the Function Room and Services in the event that you cancel the Booking. Where we are able to resell or rebook the Function Room and Services to another customer for the date of your event and receive from that customer the full amount of the Charges you would have paid (had you not cancelled your Booking), your Cancellation Charges shall be waived. You agree that the Cancellation Charges are in all circumstances commercially justified and represent a reasonable and genuine pre-estimate of the losses that the hotel are likely to suffer as a result of your cancellation of the Booking.

- 7.3** You shall obtain and maintain (at your expense) in full force and effect during this Agreement public liability insurance and third-party liability insurance. The limit shall be not less than £5,000,000 (five million pounds sterling) per occurrence

8 Changing the date of your booking

- 8.1** The booking is for the agreed event date(s). A request to change the date(s) of the booking will be deemed a cancellation and the cancellation charges will apply

9 Cancellation by The Hotel

- 9.1** The Hotel reserves the right to cancel the Booking if:

- (a) There is a Force Majeure Event (as defined at clause 11);
- (b) In the reasonable opinion of The Hotel it is deemed that the Booking, or any persons associated with the Booking, might damage the reputation of the Venue or its parent companies;
- (c) Any payment is not received by The Hotel from you by the date specified in the Function Contract; or
- (d) If you require a decrease in your Booking equal to or greater than 50% of attendees

9.2 The Hotel may cancel a Booking forthwith by notice in writing, without prejudice to any other rights or remedies The Hotel may have, if you become bankrupt or insolvent or you or the entity on whose behalf the Booking is made enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets.

9.3 If The Hotel cancels your Booking in accordance with the clause 9.1 then it shall refund you any Charges that you have paid. The Hotel shall have no other liability to you.

10 Charges and payment terms

10.1 You shall pay the charges for the Event as detailed in the Function Contract in accordance with the terms set out below, unless agreed otherwise by the parties and detailed in the Function Contract.

10.2 A deposit of fifty (50%) of the Charges shall be due and payable at the time of making the Booking. A second deposit of twenty five percent (25%) of the Charges is due 60 days prior to the Event. A third and final deposit of twenty-five percent (25%) of the Charges is due 30 days prior to the Event.

10.3 All clients of The Hotel are required to establish credit facilities and are requested to complete our application for credit facilities form. Please allow 14 days from receipt for us to process this application. In the event of credit being declined or insufficient time being available to process your application, an interim invoice for all known costs will be raised in advance and such invoice must be paid 30 days prior to the event or on receipt of invoice if the event is sooner. Applications for multiple bookings may be subject to additional settlement terms and conditions. Credit facilities are available to Limited/ Public Limited Companies, Registered Trust/ Charities & Government Bodies only and not to private individuals or partnerships. No credit will be provided on invoices under £500.

10.4 Please note that in line with point 10.2 we request that final payment of the charges is made via BACS unless you have credit facilities with us.

10.5 Charges include VAT at the prevailing rate when the Function Contract was prepared and are therefore subject to alterations should the rate change. Please note that VAT is not always chargeable on the room hire element of the Booking and you should obtain confirmation from the Venue as to whether this is applicable.

10.6 Unless otherwise stated by us, the balance invoice will be raised on the date of the Event and forwarded to you for payment. Payment is required within 14 days of the date of invoice. In the event that you wish any of the Charges to be settled on your behalf by individual delegates, written notification of this is required 14 days in advance. Any acceptance by us of such proposals is without prejudice to our rights to hold you responsible for the full amount of the invoice and/or cancellation/non-arrival charges. Delegates will be requested to provide a credit card imprint on check-in in order to guarantee payment of any personal expenses not covered by the main account.

11 Force Majeure

11.1 The Hotel shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from the occurrence of circumstances beyond its reasonable control including without limitation:

- a) The performance of this agreement by either party is subject to acts of God, government authority orders or mandates, disasters, civil disorders, or other emergencies (including pandemics), which specifically impact the facilities and/or services for the event by making it illegal or impossible for the hotel to provide the facilities and/or services for the event, or that directly prevent at least 50% of the customer's attendees from traveling to the hotel for the event. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause. If unable to resume performance, and provided the parties have used best efforts to reschedule the event but have been unable to do so, this agreement may be terminated without liability for any one or more of such reasons by written notice from one party to the other
- b) Failures of, shortages in or a loss of access to equipment, power, supplies, fuel, or transport facilities; or
- c) Failure of third party to provide required consent, exemption or clearance unless caused by the act or omission of either party.
- d) any other event beyond the hotel's reasonable control, (each a "Force Majeure Event").

The Hotel shall use its reasonable endeavours to relocate your Event if it is affected by a Force Majeure Event and if the alternative proposed by The Hotel is in the circumstances reasonable then you shall agree to such change and clause 9.1 shall not apply.

12 Warranties and Indemnities

12.1 You warrant that:

- (a) Any person signing for and, on your behalf, including without limitation any booking intermediary where applicable, has the authority to do so;
- (b) You shall comply with, and procure that the Attendees comply with all Relevant Laws.

- (c) You have not received any payment or inducement in respect of this Booking.
- (d) You will obtain The Hotel's prior consent before bringing or assembling any equipment (electrical, presentational or otherwise) at the Venue and that any electrical equipment is PAT tested and certificated (and complies with all Relevant Laws)
- (e) You and/or all Third-Party Providers shall comply with all requirements of the Performing Rights Society (if appropriate) and that you and/ or any Third Party Provider has public liability insurance to the value of at least £2 million to cover any death of or inquiry to any person or the loss of or damage to any property resulting from their malfunction of your and/ or the Third Party Provider's equipment and your and /or their actions generally; and
- (f) You will comply with all reasonable requests of The Hotel which in their absolute discretion relate to The Hotel and/ or the Venue's compliance with Relevant Laws.

12.2 You shall not perform or procure any of the following unless you have The Hotel's prior written consent:

- (a) Any Third-Party Provider to provide any services at the Event.
- (b) Bring or assemble any equipment (electrical, presentational or otherwise) at the Venue.
- (c) Erect any items or equipment at the Venue or stick or attach items to the walls, floors of the ceiling of the Venue; or
- (d) Consume any beverages or food not supplied by the Venue (additional charges may apply).

12.3 Any request under clause 12.2 should be sent in writing to The Hotel not less than 10 Business Days prior to the Event. The Hotel may at its absolute discretion, accept or reject such request for consent. If the Hotel agrees to such request, then you agree that you will pay any reasonable additional charges (for example, a corkage or service fee) and shall indemnify, defend and hold harmless the Hotel in respect of all losses, liabilities (including without limitation provision for contingent liabilities), fines, damages, costs and expenses including without limitation legal fees on a solicitor/client basis and disbursements and cost of investigation, litigation, settlement, judgment, interest and penalties ("Losses") incurred or suffered by or made against The Hotel and whether, wholly or in part resulting directly or indirectly from, or connected in any way with any of the matters listed at clause 12.2 a to 12.2 d, whether or not such Losses were foreseeable at the date of entering this Agreement. The Hotel shall be under no duty to mitigate the Losses.

12.4 You shall not and shall procure that the Attendees or any other third party engaged or admitted to the Venue by you (including without limitation, any Third Party Providers) will not, damage or deface the Function Room and/or Venue in any manner whatsoever. You shall indemnify, defend and hold harmless The Hotel in respect of all Losses incurred or suffered by or made against The Hotel and whether, wholly or in part, resulting directly or indirectly from, or connected in any way with any damage to the Function Room and/or Venue caused by yourself or an Attendee or a Third Party Provider, whether or not such losses were foreseeable at the date of entering this Agreement. The Hotel shall be under no duty to mitigate the Losses.

13 Liability

13.1 Nothing in this Agreement shall be interpreted or construed as excluding or limiting the liability of either party for:

- (a) Death or personal injury resulting from negligence; or
- (b) Fraudulent misrepresentation; or
- (c) Any matter in respect of which an indemnity is given under this Agreement.
- (d) Any other liability which cannot be limited or excluded by law.

13.2 Subject to clause 13.1, The Hotel shall not be liable to you in contract, tort (including without limitation negligence and breach of statutory duty) or otherwise howsoever arising in connection with this Agreement for:

- (a) Economic loss of any kind whatsoever.
- (b) Loss of profit, business contracts, revenues or anticipated savings or damage to your reputation or goodwill or special loss.
- (c) Indirect or consequential loss or damage; or
- (d) any loss to the extent that such loss is caused wholly or partly by breach of any provision of this Agreement by you, including any breach caused by a third party.

13.3 Subject to clauses 13.1 and 13.2 the total aggregate liability of The Hotel under or in connection with this Agreement (whether in contract, tort (including without limitation negligence), breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the lesser of: (i) the cost of the provision of alternative function rooms of comparable quality, capacity and with the provision of comparable services, to be determined by The Hotel acting reasonably, in which the Event may be held; or (ii) 100% of the Charges.

13.4 Subject to clause 13.1, in respect of any event that gives rise to a claim or complaint under this Agreement or otherwise howsoever arising, you shall notify The Hotel within 30 Business Days of the event giving rise to the claim. The Hotel shall not otherwise be liable.

14 Intellectual Property Rights

14.1 In this clause “**Intellectual Property Rights**” means all intellectual property rights including without limitation, patents, know how, trade secrets, trademarks, confidential information, database rights, design rights (whether registered or unregistered), copyright and applications for and rights to apply for any of the foregoing in each case worldwide and together with all renewals and extensions.

14.2 Nothing in this Agreement or the Function Contract shall be construed as granting you any rights to any Intellectual Property Rights of IHG, the Hotel or the Venue.

14.3 You may only use such Intellectual Property Rights of IHG or the Venue that are specified in the Function Contract and provided that such promotional material or other use of the Intellectual Property Rights in respect of the Event has been approved in writing by IHG or the Venue prior to publication.

14.4 Any other use of The Venue's or IHG's Intellectual Property Rights by you requires The Hotel's prior written consent.

15 Data Protection

15.1 The Hotel is committed to protecting the personal data you provide to us (“Client Personal Data”) and complying with applicable data protection laws.

15.2 You can find out further details about your rights, choices and how we use and store Client Personal Data in our privacy statement, the latest copy of which can be found via the following link: https://www.ihg.com/content/gb/en/customer-care/privacy_statement (our “Privacy Statement”).

16. General

16.1 The Agreement forms the entire agreement between the parties and shall apply to the exclusion of all other terms and conditions and supersedes all proposals, marketing materials and prior agreements, arrangements, and understandings between the parties, relating to its subject matter. Each party acknowledges that in entering into the Agreement that it does not rely on any representation, warranty, or other assurance (including without limitation, for the avoidance of doubt, any innocent or negligent misrepresentation or misstatement) of any person (whether a party to this Agreement or not) that is not set out in this Agreement

16.2 Neither party may assign, transfer or subcontract its rights or obligations under this Agreement save that the hotel may assign, transfer or subcontract its rights and obligations under this Agreement to another company provided that such company is deemed by the hotel (acting reasonably) to be capable of providing the Services to at least the same standard as the hotel

16.3 If either party fails to exercise any of the rights that it has in these terms, or if there is a delay in either party exercising these rights, such failure or delay shall not be interpreted as a waiver of those rights or affect the party's ability to enforce those rights at a later date.

16.4 All notices sent by a party pursuant to this Agreement shall be sent to the address listed for the other party on the Function Contract. A notice shall be treated as having been recorded:

- (a) If delivered by hand between 9:00am and 5:30pm on a Business Day (which time period is referred to in this clause as Business Hours), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours;
- (b) If sent by first class post, at 9:00am on the Business Day after posting if posted on a Business Day, and at 9:00am on the third Business Day after posting if not posted on a Business Day;
- (c) If sent by facsimile transmission, upon receipt by the sender of the facsimile transmission that the facsimile or email has been transmitted to the addressee;
- (d) If sent by email, upon receipt by the sender of the email report that the email has been transmitted to the addressee.

16.5 In proving that a notice has been given it shall be conclusive evidence to procure that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

16.6 A party who is not a party to this Agreement shall have no right to enforce any provision of it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.7 The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

16.8 This Agreement (including its validity, construction, performance and any non-contractual causes of action arising out of or in connection with it) is governed by and shall be interpreted in accordance with English Law. Each of the parties hereby submits to the exclusive jurisdiction of the English courts in relation to the same.

By signing this Function Contract, you agree to the terms set out above.

