

VISIT MANCHESTER*: MEMBERSHIP TERMS & CONDITIONS

1. This document sets out the Terms and Conditions upon which Visit Manchester (VM) makes available the Annual Membership. (“**membership**”).
2. **Participation.** Application for membership of VM is open to all companies, organisations and individuals (“**parties**”) who wish to contribute to marketing the Manchester city region as a quality destination. VM reserve the right to reject any application for membership without giving a reason for refusal.
3. **Dates of Membership.** The membership year will run from the 1st April to 31st March.
4. **Membership Benefits.** Benefits exist to any party who is in Membership. However, any member who has not paid their annual subscription by the specified date shall not be entitled to these benefits until payment has been received by VM. A full listing of benefits will be provided with your application for membership. These benefits may be subject to change without prior notification.
5. **Accommodation Providers.** VM only promotes accommodation providers who are accredited by a recognised national body. New accommodation providers should be awaiting accreditation** by a recognised body. These recognised bodies are The Automobile Association (The AA) and Quality in Tourism.
6. **Visitor Attractions.** VM only promotes visitor attractions that are accredited by the Visitor Attraction Quality Assurance Service (VAQAS), the scheme administered by VisitBritain. New visitor attractions should be awaiting VAQAS accreditation***.
7. **Commission.** All members participating in and deriving benefit from either the VM Venue Location Service (VLS) and / or the VM Accommodation Booking Service (ABS) will be liable to pay commission on pre-booked business at the applicable rate (currently 10% net). Members will be notified in writing if there are any changes in commission. In all instances the Code of Conduct for the use of these services applies. VLS commission will be charged on all pre booked items including delegate rates, room/facility hire, accommodation, food, beverage and equipments etc., but not exclusive to unless specifically negotiated at the time of quotation. ABS commission is payable at 10% net on a per room per night basis, including breakfast where applicable. All rates quoted by venues for ABS or VLS should not be increased to VM to allow for the commission charge. If the venue has quoted rates for an enquiry through a VLS proposal or ABS and the client chooses to contact the venue directly to book, VM reserves the right to claim commission on the pre-booked business or room reservation. In the event of a booking or room reservation being cancelled, should the venue charge a cancellation fee, no show fee etc. VM will charge commission at 10% net as outlined above.
8. **Annual Subscriptions.** VM shall, from time to time, set / revise rates for membership subscriptions. Members shall be notified of these changes which shall apply from the next time membership is renewed. Parties accepted for membership part way through the year will be invoiced on a pro-rata basis from the date of the application being accepted. Membership is non-transferable.
9. **Renewal.** VM will automatically renew membership annually and invoice accordingly unless prior written notification of intention to cancel is received not later than 31st January prior to the April renewal date.
10. **Taxes and duties.** All prices quoted are exclusive of VAT which will be charged and payable at the prevailing rate.
11. **Marketing Opportunities.** All Marketing Opportunities will be allocated strictly on a first come, first served basis. If the allocation you have requested is unavailable VM will try to contact you as soon as possible. VM reserve the right to reject any request for participation in Marketing Opportunities and in no instance will participation in the selected Marketing Opportunity be permitted until Membership Subscriptions have been paid in full. VM do not guarantee any particular date of Marketing Opportunity as specified in the Marketing Opportunities literature. Any date given by VM will be deemed to be indicative only.
12. **Membership Database.** When a business joins membership with VM, the organisation details will be entered onto the membership database, as well as name, email address and job title of the main membership contact. This database is available to the rest of the membership.****
13. **Invoicing.**
Membership Fee
New members on receipt of a completed membership application form, VM will send an invoice for the full price of one year's membership (or pro-rata in respect of the remaining membership year)
Existing members will be automatically invoiced at the start of the membership year (April) unless prior written notification of intention to cancel is received not later than 31st January prior to the April renewal date. Marketing Opportunities Members will be invoiced for any Marketing opportunities in which they participate in no later than one month prior to the Marketing Opportunity taking place / deadline for the Marketing Opportunity going to print.
Commission
VLS Members will receive a commission invoice for any confirmed business placed at their venue after the event has taken place. Members must provide a valid copy invoice for VLS, should a copy invoice fail to be sent within 2 weeks of the confirmed event taking place, VM reserve the right to raise a commission claim based on the confirmed enquiry details and final numbers. Any discrepancies will not be accepted and no refunds will be payable.
ABS Members will be invoiced for accommodation after the last guest has departed for each specific ABS event upon completion of a post event validation report. Should the post event report fail to be completed within 2 weeks of the last departure date for accommodation booked, VM reserves the right to raise a commission claim based on the net value of the bedrooms reserved for delegates through the booking system. After this invoice has been raised, any discrepancies will not be accepted, no refunds will be payable.
14. **Payment.** Payment of finances can be made by cheque or BACS. Cheques should be made payable to Marketing Manchester. For BACS payments the details are: Sort Code: 01-10-01 Account Code: 10376852 Account Name: Marketing Manchester. Payment is due not later than 21 days from date of invoice.
15. **Cancellation.** If Members wish to cancel membership, at any time, VM must be informed in writing and shall therefore not renew the membership for the following year. No refund will be provided to any member cancelling part way through the year. Members must inform VM in writing not later than 31st January prior to the April renewal date if they wish to cancel their membership for the following year. If members wish to cancel participation in any

Marketing Opportunities at any time, VM must be informed in writing. The full price for participation will be payable in the event that VM are unable to reallocate the participation package that has been selected to another participant. Whilst VM will endeavour to reallocate the package, it is not obligatory.

16. Advertising. Members agree to provide VM with advertising copy and listing details for inclusion in Campaign Literature, Website Entries and/or Stand Presence (where applicable) (“publicity materials”) before the deadline specified in the Confirmation. If members fail to meet this deadline their entry in the publicity materials will be cancelled and no credit against the opportunity price will be given. This applies to paid for marketing opportunities and any other non-paid for activity members may participate in.

17. Advertising copy content. By submitting advertising copy to us for inclusion in the publicity materials members confirm that its contents are a true and fair statement of the services or facilities it provides and that it does not contravene the provisions of any applicable law (including advertising laws, regulations or codes and laws relating to misrepresentation or defamation). Members also confirm that such advertising copy does not infringe the rights, including any intellectual property rights, of any third party and agree to indemnify VM against all costs, expenses and liabilities it may incur as a result of any claim for infringement of such rights by any third party or any other loss or damage suffered in connection with such advertising copy.

18. Publication of advertising copy. VM will make all reasonable efforts to ensure the accurate reproduction of the advertising copy supplied by members, however, VM will not accept liability for any errors or omissions unless they arise as a direct result of its negligence in which case VM’s liability to you is limited to the cost of the advertising materials irrespective of the participation price.

19. Amendments. Members may request a change to their participation in any marketing opportunity by notifying VM in writing of any requested change. Members will be notified in writing if this change is possible. If VM incur any charges for making the requested change VM will additionally invoice such charges.

20. Property. Each person participating within any activity with VM or Marketing Manchester arising from either their membership or any marketing opportunities they participate in will remain responsible for the safe custody and keeping of his or her property and VM are not liable for any loss or damage to such property.

21. Liability. It is a member’s responsibility to determine the benefits of membership and no warranty is given as to the suitability of membership for any particular purpose or otherwise. VM will have no liability to members or to any other person for any loss of profit, economic loss or goodwill or for any special, indirect or consequential loss. Nothing in these terms and conditions excludes or limits VM’s liability for our fraud or for death or personal injury caused by its negligence.

22. Indemnity. Members shall indemnify VM against injury to any persons and any loss of or damage to any property caused by your negligence or that of your employees, agents, subcontractors and / or guests or arising out of or in connection with your Membership.

23. Law. These Terms and Conditions shall be governed by and construed in accordance with English law and both parties agree to submit to the non-exclusive jurisdiction of the English courts.

* Visit Manchester is the Tourist Board for Greater Manchester and is a division of Marketing Manchester

**New accommodation providers will be allowed a period of 12 months to achieve a quality accreditation from their date of opening. During this interim period new accommodation providers can join Visit Manchester and take part in member opportunities. While at this stage the establishment will be listed in any marketing collateral as awaiting inspection. However, they will need to achieve an accreditation from one of the aforementioned recognised bodies within the twelve-month period following opening to avoid termination of their membership.

*** New visitor attractions will be allowed a period of 18 months to achieve accredited status from their date of opening. During this interim period new visitor attractions can join Visit Manchester and take part in member opportunities. While at this stage the establishment will be listed in any marketing collateral as awaiting inspection. However, they will need to achieve VAQAS accreditation within the eighteen-month period following opening to avoid termination of their membership.

**** A business can opt out appearing on the database and take off all or some contact details as they wish. Please inform a member of the membership team should you wish to action this.