

Chamber Space Terms and Conditions

The Greater Manchester Chamber of Commerce trading as Chamber Space ask clients to be aware that these conditions shall apply to all contracts for the provision of goods and services to the exclusion of all other terms and conditions including any which you may purport to apply, or which may appear in promotional literature. All reference in days means calendar days.



1. Confirmations

1.1 Your booking will remain provisional until a signed copy of the contract has been received.

Please ensure all details and information for invoice and billing of your event are correct.

1.2 The delegate numbers for which you contract will be used as the basis for your final account and will be subject to our cancellation policy as detailed below. If you are uncertain of the number of guests attending, then we would advise you to base your booking on the minimum number of guests you feel are likely to attend. Once your booking is confirmed any further reduction in this number may require us to re-allocate your meeting room and will remain chargeable at the original contracted rate.

1.3 Should you contract with Chamber Space be through an agent, the agent acts in that capacity for the customer, and not Chamber Space. You therefore accept full responsibility for payment of Chamber Space account.

2. Cancellations, postponements and reduction in numbers

2.1 Should you have to cancel, postpone or reduce the numbers for your booking, a charge will be made, calculated as a percentage of the total booking value, according to the scale below:

Notification Period for Cancellations

3. Cancellations, amendments and deposits

3.1 Whilst Chamber Space appreciates that the number of attendees can vary, unless Chamber Space receives written notice with 5 working days of the period of hire of the Venue (and at least 10 working days in respect of an Event with more than 100 or more attendees) in the Final Details of any reduction or increase in attendee numbers, Chamber Space shall assume that the number of attendees stated in the Particulars is correct and shall make its preparations in reliance upon that information provided by you, the costs for which you will be liable for at the corresponding rates set out in the Contract.

3.2 If you cancel the Event, then you will be liable to pay our cancellation fees in accordance with this clause 3. To the fullest extent permitted by law, you acknowledge that the applicable cancellation fees represent a genuine pre-estimate of Chamber Space's loss and opportunity cost in such circumstances and that you will not seek to challenge or avoid paying such fees. You must confirm cancellations and/or changes to the number of attendees in writing to us, otherwise such

cancellations or changes will not be accepted by us. The notice period becomes effective on our receipt of that written confirmation.

3.3 At any time prior to the Event, we are entitled to require, and you agree to pay a deposit in such amount as we consider (in our reasonable opinion) is required in order to secure the satisfaction of your obligations pursuant to the Contract.

3.4 Any deposits paid are non-refundable (except in the event of a Force Majeure Event or where Chamber Space cancels the Event without cause) regardless of when cancellation takes place because the deposit is required to be paid to secure and reserve the space for the Event and cancellations do not always allow Chamber Space the opportunity to re-book space. Subject to the foregoing, the amount of your non-refunded deposits will be offset against any applicable cancellation charges that you incur.

3.5 Unless otherwise agreed, until you have paid the full amount of all deposits that we have required from you, we are not under any obligation to satisfy the Booking as payment of sums due to Chamber Space to agreed terms and due dates is your fundamental obligation under this Agreement; and Chamber Space may, at its absolute discretion, resell the space you have Booked if you fail to meet these payment obligations. If you cancel the Event before a first deposit is paid whether or not it is due, cancellation fees are still due and payable as Chamber Space has reserved the space for you and withheld it from sale.

3.6 An invoice for any balance due to us in respect of your Event that is not covered by your deposit(s) will be raised after the last day of the Event.

3.7 Chamber Space cancellation charges are as follows:

A. Cancellation charge for an Event with 200 or more attendees per day:

Notice period before the scheduled first day of Venue hire % of value of total Booking (including room hire and catering (as applicable)

Within 16 - 20 weeks - 50%

12 to 16 weeks inclusive 75%

Less than 12 weeks 100%

B. Cancellation charge for an Event with 150 or more (but less than 200) attendees per day:

Notice period before the scheduled first day of Venue hire % of value of total Booking (incl room hire and catering (as applicable)

Within 12 - 16 weeks - 50%

10 to 12 weeks inclusive 75%

Less than 10 weeks 100%

C. Cancellation charge for an Event with 100 or more (but less than 150) attendees per day:

Notice period before the scheduled first day of Venue hire % of value of total Booking (incl. room hire and catering (as applicable)

Within 10 - 14 weeks - 50%

8 to 10 weeks inclusive 75%

Less than 8 weeks 100%

D. Cancellation charge for an Event with 40 or more attendees per day (but less than 100 attendees:

Notice period before the scheduled first day of Venue hire % of value of total Booking (incl. room hire and catering (as applicable)

Within 4 - 8 weeks - 50%

Less than 4 weeks 100%

E. Cancellation charges for any other Event not reflected above:

Notice period before the scheduled first day of Venue hire % of value of total booking (including room hire and catering (as applicable)

Within 2 - 4 weeks - 50%

Less than 2 weeks 100%

Half days are counted as days on a pro rata basis: i.e. 20 delegates for a half day are treated as 10 delegates for a full day for cancellation purposes.

3.8 Deposits and Payments

3.9 Invoices are issued before the event and sent directly to the invoice contact provided in the contract. Invoices being paid by cheque or by bacs transfer will receive 30 days for payment, details stated in clause 4.

3.10 Chamber Space reserves the right to require payment of a deposit at any time prior to the holding of a function, the amount of which will be determined by Chamber Space. Should you fail to pay such a deposit within 7 days of request Chamber Space may treat the booking as cancelled by you.

3.11 All deposits are non-refundable.

3.12 For larger events Chamber Space may request that a schedule of payments is made.

3.14 Where full payment is required prior to the event, the amount as invoiced must be received within 7 days of request.

4: Credit

4.1 Credit facilities with Chamber Space may be obtained on application to Chamber Space (subject to the agreement of Chamber Space and a credit check). Credit facilities must be agreed at least 2 weeks prior to the function.

4.2 All accounts incurred against this agreement will be invoiced immediately after the function.

4.3 All invoices are due for payment within 30 days of the date of the invoice.

4.4 Any queries raised will not affect the immediate payment of the outstanding balance.

4.5 In the instance that the payments remain outstanding beyond the 30 day payment terms, late payment charges will be accrued daily as detailed in clause 5.

4.6 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.

5: Late payment charges

- 5.1 Our contracted terms of payment are strictly 30 days.
- 5.2 In the event of you using a purchase order system for allocating invoice costs you will need to arrange these to cover the cost of late payment charges.
- 5.3 Failure to pay late payment charges for any reason will result in legal recovery action.

6. Your Obligations

You and persons attending your function event shall:

- 6.1 Not act in any improper or disorderly manner, leaving promptly at the appropriate time, and shall obey any reasonable request by Chamber Space employees.
- 6.2 Not carry out any electrical or other works in the venue, including amplification and lighting, without prior consent from Chamber Space management.
- 6.3 Not bring any dangerous or hazardous items into Chamber Space and remove any items promptly when requested by Chamber Space.
- 6.4 Comply with liquor licencing and health and safety regulations required by Chamber Space.
- 6.5 Not consume any food or drink at Chamber Space not supplied by Chamber Space or its authorised caterer without prior written consent from Chamber Space management. Unauthorized consumption of food will incur a charge.
- 6.6 Not affix any material or any kind to any floors, walls, or ceilings, without prior written consent from Chamber Space.
- 6.7 Not use any naked flames nor do any type of cooking or food preparation within the venue, without prior written consent from Chamber Space.
- 6.8 Any person or item in breach of the above conditions may be refused admission to or removed from the Chamber Space premises, and Chamber Space staff and management shall have the right to terminate the contract with immediate effect. The event contact shall be fully liable for any contracted charges.
- 6.9 If the hire of a Chamber Space room or rooms is for an exhibition, you shall submit plans and schedules of all materials relating thereto to the relevant and appropriate authorities for the proper consent with respect to health and safety and fire regulations as necessary prior to setting up the exhibition.
- 6.10 If as a company you are providing your own security, it is the responsibility of the organiser to provide security staff with current licences for the task / duties they are going to perform. The company should provide Chamber Space with the names of the guards and the relevant licence number with relevant licence type ie: Man guarding /Door supervision / CCTV operator, Prior to commencement of duties on Chamber Space company property and a copy of any relevant assignment instruction for the period of the contract undertaken.
- 6.11 It is your responsibility to inform us of any person under the age of 18 whom will be attending your event and to ensure that a parent or adult guardian supervises their conduct whilst in Chamber Space. We require that all guests behave in a manner appropriate for a business centre and gives consideration to Chamber Space staff and other users of the venue.

7. Damage / Loss / Liability

You are responsible to Chamber Space for any damage caused to the allocated rooms or the furnishings and equipment therein or to Chamber Space generally by an act, default or neglect by you, your subcontractors, employees or guests and shall pay to Chamber Space on demand the amount required to make good any damage. Chamber Space accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you, your guests, employees or associated third parties.

8. Finishing Times

Functions are required to finish at the time agreed when the booking is made. Extensions to this time may not be possible unless previously agreed with the Chamber Space Manager and may be subject to further charges.

9. Price Variations

In the event of circumstances beyond Chamber Space control (e.g. increases in the standard rate of VAT), the venue reserves the right to vary prices quoted to an extent which reflects such changed circumstance.

10. Health and Safety

All clients running or organizing a function at Chamber Space are responsible for, and must ensure compliance with, Health and Safety and Fire regulations.

11. Clothing and Personal Property

Chamber Space do not accept responsibility for the property of you or your guests. Any goods deposited or left unattended on Chamber Space premises are deposited at the owner's risk and without any liability on the part of Chamber Space.

12. Equipment Storage

Chamber Space will assist you where reasonably possible, with the storage of equipment, etc. Please contact us to make arrangement for delivery of any items you may require storing prior to your event. Chamber Space does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like. We request that all property is removed at the end of your event, however if collection is to be made post-event either by the event booker or courier this should be pre-arranged and agreed with the venue. If collection is not made within 7 days, we reserve the right to dispose of said items.

13. Professional Bodies and Performing Rights

Chamber Space reserve the right to object to the employment by you and your guests of any photographer, toastmaster, band, musician, AV technicians, or other persons in connection with any function. It shall be your responsibility to ensure that where applicable, performing rights society forms and phonographic performance limited forms are completed by the band or musicians employed by you.

14. Third Party Personal Insurance

You may like to consider taking out an insurance policy to cover cancellation, damage, third party liability, bad weather and other eventualities beyond your control.

15. General Liability

15.1 Chamber Space shall not be liable, whether in contract, tort or otherwise for any indirect, consequential or economic losses or loss of profits howsoever arising (Including Negligence).

15.2 In no event will Chamber Space liability for any losses or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by you for the event.

15.3 Chamber Space do not hereby exclude or restrict their liability in respect of death or personal injury resulting from their negligence.

15.4 Chamber Space shall not be liable for any breach of the terms and conditions or delay or failure in providing services as a result of causes beyond our control, which include, but are not limited to: fire, floods, strikes, embargoes, delays in transportation, failure of services or inability to obtain necessary information or regulations from any authority.

16. Assignment

This contract shall not be assignable by you but may be assigned by Chamber Space.

17. Governing Law

This contract shall be governed by and construed in all respects in accordance with the laws of England and Scotland.

18. Alterations

It is the aim of Chamber Space to provide you with the service you have requested for your function, but in the unlikely event that Chamber Space for any reason may need to change any aspect of the function they reserve the right to do so at any time. Chamber Space will notify you immediately if this happens and will use reasonable endeavour to provide alterations to an equal or higher standard.

19. Health and Safety Statement

Chamber Space Health and Safety Statement and Fire Evacuation procedures are available on request. It is the booker's responsibility to make sure the organiser for the day has received a copy of these policies and is familiar with our procedures to inform their delegates on the day of the event. In accordance with our Health and Safety statement and evacuation procedures it is the booker's responsibility to inform Chamber Space in writing of any guests with disabilities or requiring assistance attending their meeting that may require assistance in an evacuation situation.

20. Allergens and special diets

20.1 Chamber Space endeavour to meet our clients' dietary requirements. Should you have a guest attending with a food allergy, it is the individual's and the booker's responsibility to inform the Chamber Space team 2 working days in advance of the booking.

20.2 If a dietary requirement is not pre-booked and requested on the day, our catering team will do their best to provide a suitable meal, however this will then be subject to a supplementary charge.

20.3 Chamber Space cannot be held responsible for items of food consumed by the individual that is not directly allocated to them.

21. Training/event rooms and facilities

21.1 Delegate numbers will be taken into consideration when allocating your training/event room.

21.3 We reserve the right to change allocated rooms and advertised facilities at our absolute discretion.

22. Termination

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any

voluntary arrangement with your creditors, we shall be entitled to immediately terminate this contract by giving notice in writing to you or your representative(s) Chamber Space / Elliot House, 151 Deansgate, Manchester, M3 3WD / 0161 393 4352 / e: chamberspace@gmchamber.co.uk

23. Privacy Notice

23.1 During the normal course of business we will collect personal data provided to us by you, in accordance with GDPR regulations.

23.2 Our lawful basis for collecting data include, legitimate interest, consent, legal or contractual.

23.3 We collect data when you enquire with us, or if you deal with a 3rd party to book with us, for example an event finding agency.

23.4 The data we collect includes but is not limited to, your name, phone number, email address, business address.

23.5 We use your data to process any events you have with us, to respond to feedback or enquiries, to protect our business from fraud and crime, to process payments.

23.6 We keep your personal data for as long as necessary for the purpose it was collected, or for as long as we need to, to comply with the law.

23.7 We share your data with some 3rd party suppliers in order to process and service your event. The data is not held by them.

23.8 You have rights over your personal data, in accordance with GDPR regulations.

23.9 With your consent we may send you details of special offers and events. We will only send you marketing information if you have opted-in. You are free to opt out at any time.

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