

Marketing Manchester - General Membership



Raising Your Profile	Website	Enhanced listing: name, description, images, category, location, ratings/awards, directions, times, map, downloads, external links, social feeds and video. This includes a listing on meetinmanchester.com if you are a venue
	Value-added promotional opportunities	Involvement in social media activity
Connecting Your Business	Use of marketing assets	Use of the Marketing Manchester logo via themdrive.com
	Networking & events	Invitation to quarterly Members Meetings and networking events
		1 x discounted place at annual GM Tourism Conference
	Account management	Membership Executive
	Communication	Quarterly Members E-newsletter updates
Training & support	Access to tourism training course at discounted prices	
Improving Your Knowledge	Intelligence & Data	Access to tourism data and intelligence reports via themdrive.com
Marketing in Partnership	Opportunity to access a number of additional digital opportunities at listed cost - available on request	

Membership Application 2018/19

Please use BLOCK CAPITALS and complete all relevant sections.

Name of company/organisation:

Address:

Postcode:

Invoice address (if different from above):

Postcode:

Invoice number (if appropriate):

General telephone:

General email address:

Website:

Name of main membership contact:

Job title:

Direct telephone:

Mobile:

Email:

Membership price:

Payment:

- Please make cheques payable to **Marketing Manchester**.
- Alternatively we will invoice you for the full amount.
- Or pay by BACS/Bank Transfer:
Account Name: Marketing Manchester
Sort Code: 01-10-01
Account Number: 10376852

Payment is due within 21 days.

Please complete and return to: robert.kelly@marketingmanchester.com

I have read, understood and agreed to Marketing Manchester's Membership terms and conditions.

Name (printed):

Position:

Signature:

Date:

Terms & Conditions

Marketing Manchester. Membership Terms and Conditions. 2018/19

This document sets out the **Terms and Conditions** upon which Marketing Manchester (MM) makes available the Annual Membership ("Membership").

- 1. Participation.** Application for membership of MM is open to all companies, organisations and individuals ("parties") who wish to contribute to developing and marketing the Manchester city region as a quality visitor destination. MM reserves the right to reject any application for membership without giving a reason for refusal.
- 2. Dates of Membership. The membership year will run from the 1st April to 31st March.**
- 3. Renewal.** MM 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.
- 4. Membership Database.** When a business takes up membership with MM, 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 some categories of membership as a key member benefit.*
- 5. Annual Subscriptions.** MM shall, from time to time, review and 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
- 6. Taxes and duties.** All prices quoted are exclusive of VAT which will be charged and payable at the prevailing rate.
- 7. Cancellation.** If Members wish to cancel membership, at any time, MM must be informed in writing and will then 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 MM 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, again MM must be informed in writing. The full price for participation will be payable in the event that MM are unable to reallocate the package that has been bought to another member.
- 8. Membership Benefits.** Benefits exist to any party who is in membership and vary according to the category of 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 MM. A full listing of benefits will be provided with your application for membership. These benefits may be subject to change without prior notification.
- 9. Accommodation Providers.** MM encourages accommodation members to be accredited by the national inspecting body, The Automobile Association (The AA), but this is not a condition of membership.
- 10. Visitor Attractions.** MM encourages attraction members to be accredited by VisitEngland's Visitor Attraction Quality Assurance Service (VAQAS), or as a minimum to sign up to the Code of Practice. VAQAS accreditation is not a condition of membership.
- 11. Commission.** All members participating in and deriving benefit from either the Venue Location Service (VLS) and/or the Accommodation Booking Service (ABS) will be liable to pay commission on business placed by both Marketing Manchester at the applicable rate (currently 10% net for VLS and ABS). Members will be notified in writing if there are any changes in commission for either of these services. In all instances the Code of Conduct for the use of these services applies. VLS commission will be charged on all items including delegate rates, room/facility hire, accommodation, food, beverage and equipment etc., but not exclusive to this list 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 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, MM 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 fee, MM will charge commission at 10% net as outlined above.
- 12. Marketing Opportunities.** All members have the opportunity to buy into annual marketing activity, known as Marketing Opportunities. Marketing Opportunities will be allocated strictly on a first come, first served basis. If the Opportunity you have requested is unavailable MM will contact you as soon as possible. MM reserve the right to reject any request for participation and in no instance is participation permitted until Membership Subscriptions have been paid in full. Any date given for the delivery of specific activity in the promotional literature is indicative only and is not binding.
- 13. Advertising.** Members agree to provide MM with advertising copy and listing details for inclusion in Campaign Literature, Website Entries and/or stand presence etc. 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 cost will be given. This applies to both 'paid for' marketing opportunities and any other 'non-paid for' activity members may participate in.
- 14. 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 MM 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.
- 15. Publication of advertising copy.** MM will make all reasonable efforts to ensure the accurate reproduction of the advertising copy supplied by members, however, MM will not accept liability for any errors or omissions unless they arise as a direct result of its negligence in which case MM's liability to you is limited to the cost of the advertising materials irrespective of the participation price.
- 16. Amendments.** Members may request a change to their participation in any marketing opportunity by notifying MM in writing of any requested change. Members will be notified in writing if this change is possible. If MM incurs any charges for making the requested change, MM will additionally invoice such charges.
- 17. Invoicing.** On receipt of a completed membership application form, MM 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 no later than one month prior to the Marketing Opportunity taking place/ deadline for the Marketing Opportunity going to print. **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, MM 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 GroupMAX post event report. Should the GroupMAX post event report fail to be completed within 2 weeks of the last departure date for accommodation booked, MM 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, and no refunds will be paid.
- 18. Payment.** Payment 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.
- 19. Property.** Each person participating within any activity with 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 MM are not liable for any loss or damage to such property.
- 20. 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. MM 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 MM's liability for our fraud or for death or personal injury caused by its negligence.
- 21. Indemnity.** Members shall indemnify MM 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.
- 22. 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.

* A business can opt out of appearing on the database and take off all or some contact details as they wish. Please inform the Membership Executive should you wish to action this. This benefit is being reviewed under new GDPR legislation.