

Dated

1<sup>st</sup> October 2024

**Manchester Central Convention Complex Limited**

**- and -**

**XXXX**

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**SERVICES AGREEMENT**

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**THIS AGREEMENT** is dated

1<sup>st</sup> October 2024

## **PARTIES**

**Manchester Central Convention Complex Limited**, incorporated and registered in England and Wales with company number 00953285 whose registered office is at Windmill Street, Petersfield, Manchester, M2 3GX (**Manchester Central**)

**XXXX**, incorporated and registered in England and Wales with company number **XXXX** whose registered office is at XXXX

Manchester Central is the owner and operator of an events and exhibitions complex which provides facilities to third parties for the holding of events, conferences and exhibitions.

(A) Manchester Central wishes to receive from the Service Provider the Services (as defined below) and the Service Provider hereby agrees to provide the Services on the terms and conditions of this agreement.

## **AGREED TERMS**

### **1 Interpretation**

1.1 In this agreement (which expression includes the recitals, the schedules and any attachments hereto) the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**Business Day:** a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales.

**Commencement Date:** the date from which the Service Provider will commence provision of the Services, being the date first stated on this agreement. 1<sup>st</sup> August 2022

**End Date:** 31<sup>st</sup> August 2027 or such other date of termination or expiry if the agreement is terminated early in accordance with its terms.

**Month:** a calendar month.

**Personnel:** all employees, staff, other workers, agents and consultants of the Service Provider and of any sub-contractors who are engaged in the provision of the Services from time to time.

**Premises:** Manchester Central Convention Complex Limited, Windmill Street, Petersfield, Manchester, M2 3GX.

**Service Charges:** the charges levied by the Service Provider in accordance with the tariffs, scales, charges, invoicing methods and terms of payment set out in this agreement and Schedule 2 (as varied from time to time).



**Services:** the services described in Schedule 1 (Services) together with any ancillary services to be provided by the Service Provider to Manchester Central in accordance with the provisions of this agreement (as varied from time to time).

**Target Performance Standards:** means any and all target performance standards as may be detailed in Schedule 1 from time to time upon signed written agreement of the parties.

**Timescales:** means any and all target timescales for performance of the Services as may be detailed in Schedule 1 from time to time upon signed written agreement of the parties.

**VAT:** value added tax.

**Year:** any successive period of 12 months measured from the Commencement Date or any anniversary of the Commencement Date.

- 1.2 The headings in this agreement do not affect its interpretation. Save where the context otherwise requires, references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules of this agreement.
- 1.3 Unless the context otherwise requires:
- (a) references to Manchester Central and the Service Provider include their permitted successors and assigns;
  - (b) references to statutory provisions include those statutory provisions as amended or re-enacted; and
  - (c) references to any gender include all genders and use of the singular includes the plural and vice versa.
- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this agreement and any provision contained in any schedule, the provision in the body of this agreement shall take precedence.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2 Services**

The Service Provider will provide the Services to Manchester Central with effect from the Commencement Date until the End Date and in accordance with the provisions of this agreement.



The Service Provider shall, at its own cost, provide all necessary Personnel, equipment and other resources to provide the services in accordance with this agreement.

### **3 Service Provider Obligations**

3.1 The Service Provider shall, and shall (where applicable) procure that its Personnel shall:

- (a) co-operate with Manchester Central and comply with all reasonable and lawful instructions of Manchester Central in all matters relating to the Services;
- (b) use its best endeavours to achieve any applicable Timescales and Target Performance Standards;
- (c) use only Personnel who possess a degree of skill, training and experience which is appropriate to the tasks to which they are allotted;
- (d) provide all equipment necessary to provide the Services and ensure that all equipment used is to the standard, quality, condition and quality as would reasonably be expected to be used by a professional and experienced provider of services of a nature similar to the Services;
- (e) provide the Services with reasonable skill and care, in a workmanlike and professional manner and in accordance with the best practice prevailing in the relevant industry from time to time. Where an appropriate British standard specification or British standard code of practice issued by the British Standards Institute is applicable, all goods or equipment used and all workmanship shall, as a minimum requirement, be in accordance with that standard and the equivalent European standard, without prejudice to any higher standard required by this agreement;
- (f) provide the Services in compliance with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency, including but not limited to, all statutory requirements relating to health and safety at work;
- (g) comply, to the extent that such are relevant, with Manchester Central's policies, rules, procedures and standards listed in Schedule 3 (Policies) and all other policies, rules, procedures and standards of Manchester Central which apply to persons permitted access to Manchester Central's premises, in each case as the same are in force from time to time and are notified to the Service Provider; and
- (h) implement and maintain a properly documented system of quality control and quality assurance in respect of the Services or alternatively, at Manchester Central's sole discretion, the Service Provider shall



implement and maintain the quality control and quality assurance systems as notified to the Service Provider from time to time.

#### **4 Services quality and monitoring**

- 4.1 The Service Provider shall provide to Manchester Central such reports as Manchester Central may reasonably require in relation to the performance of the Services, including in relation to the attainment of any Target Performance Standards and Timescales.
- 4.2 The Service Provider shall, at its own expense, take such remedial action as is necessary to rectify any deficiency in its performance, within such timescales as may be reasonably required by Manchester Central.
- 4.3 If the Service Provider fails to carry out remedial action to the reasonable satisfaction of Manchester Central in accordance with clause 4.2, the Service Provider shall be deemed to have committed an irremediable breach of this agreement which shall entitle which Manchester Central to terminate this agreement with immediate effect under clause 14.3(b).

#### **5 Access to the Premises**

- 5.1 Manchester Central shall allow persons, duly authorised by the Service Provider, such access to the Premises as is reasonably required for the purpose of providing the Services.
- 5.2 The Service Provider shall ensure that its Personnel access only those areas of the Premises which are reasonably required for the purpose of providing the Services and use the Premises for the sole purpose of providing the Services.
- 5.3 Authorisation and access procedures will be agreed between Manchester Central and the Service Provider from time to time. The Service Provider's right of access will terminate upon termination of this agreement.
- 5.4 The Service Provider be responsible for the safekeeping of any keys, passes and other means of access provided to the Service Provider by Manchester Central and shall only permit such keys, passes and other means of access to be given to those of the Service Provider's Personnel whose names have been supplied to Manchester Central and then only to the extent required for purposes associated with this agreement. In addition, the Service Provider shall ensure that Manchester Central is informed immediately of the loss of any keys, passes or other means of access and shall reimburse to Manchester Central any cost of replacement.
- 5.5 Manchester Central shall, at its sole discretion, be entitled to require the Service Provider, to immediately remove any Personnel from the provision of the Services and/or the Premises.



- 5.6 Manchester Central shall not be liable either to the Service Provider or any Personnel in respect of any liability, loss or damage arising out of the removal of any Personnel and the Service Provider shall fully indemnify Manchester Central against all and any liabilities suffered by Manchester Central arising out of or in connection with any action taken under this clause 5.6.

## **6 Service Charges and payments**

- 6.1 In consideration of the provision of the Services by the Service Provider, Manchester Central shall pay to the Service Provider the Service Charges.
- 6.2 On or after the last day of each Month (but before the last day of the following Month) the Service Provider shall submit to Manchester Central a VAT invoice correctly rendered, together with all necessary substantiating documentation which is reasonably required by Manchester Central, in relation to the Services provided in that Month.
- 6.3 Manchester Central shall pay such invoices within 30 days from the end of the Month of invoice subject to the invoice and all necessary substantiating documentation (as referred to in clause 6.2) having been received by Manchester Central within 7 days after the end of the Month of invoice.
- 6.4 All Service Charges and payments to be made by Manchester Central under this agreement are stated exclusive of VAT which shall be paid by Manchester Central at the rate and from time to time in the manner prescribed by law.
- 6.5 The Service Charges and such other amounts expressed to be payable by Manchester Central under this agreement shall constitute Manchester Central's entire payment liability to the service Provider under this agreement.
- 6.6 The Service Provider shall at all times during this agreement use all reasonable endeavours to identify potential cost savings relevant to the provision of the Services (including, without limitation, reductions in labour rates or by sourcing equipment from suppliers with competitive rates) without compromising quality and to share the benefit of such cost savings with Manchester Central on an equitable basis.

## **7 Assignment and subcontracting**

- 7.1 Manchester Central may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 7.2 The Service Provider shall not be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of Manchester Central.



- 7.3 The Service Provider shall not subcontract the whole or any part of its obligations under this agreement without the express prior written consent of Manchester. Sub-contracting will only be permitted subject to any conditions reasonably required by Manchester Central and shall not relieve the Service Provider of any of its obligations under this agreement.

## **8 Confidentiality**

- 8.1 Except as required by law, both parties shall procure that all confidential information disclosed by one party to the other in accordance with this agreement or which may at any time until termination of this agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this agreement and then only under appropriate confidentiality provisions approved by the other party. For the purposes of this agreement information relating to business, affairs, operations, clients, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party or its clients are hereby deemed to be confidential information. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.
- 8.2 Without prejudice to the Service Provider's obligations under this clause 8, the Service Provider shall procure that each of its Personnel involved in the provision of the Services under this agreement to whom the Service Provider discloses confidential information that has been disclosed to it by Manchester Central shall comply with and shall enter confidentiality obligations that are equivalent to those in this clause 8.

## **9 Data Protection**

- 9.1 To the extent that any personal data (within the meaning of the Data Protection Act 1998) belonging to Manchester Central comes into the possession or control of the Service Provider in the course of providing the Services, the Service Provider:
- (a) shall process such data and information only in accordance with Manchester Central's instructions;
  - (b) shall not transmit such data and information to a country or territory outside the European Economic Area without Manchester Central's express consent; and
  - (c) shall take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to Manchester Central as data controller.





## **10 Anti-bribery**

- 10.1 The Service Provider shall (and shall ensure that its Personnel shall) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 10.2 The Service Provider shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 10.3 Breach of this clause 10 shall be deemed a breach of a material obligation under clause 14.3(a).

## **11 Indemnity**

- 11.1 To the extent permitted by law, Manchester Central excludes any liability for any injury to persons entering the Premises with the Service Provider's authorisation or for any loss or damage caused to property brought onto the Premises by the Service Provider or such persons. The Service Provider hereby indemnifies Manchester Central against all and any damage to the Premises and its contents caused by persons entering the Premises with the Service Provider's authorisation.
- 11.2 The Service Provider shall indemnify Manchester Central in full for and against all compensation, costs, expenses or liabilities whatsoever, whenever and howsoever arising incurred or suffered by Manchester Central including without limitation all legal expenses and other professional fees together with any VAT thereon in relation to any claim made against Manchester Central in respect of any liability, loss, damage, injury, cost or expense sustained by Manchester Central's employees or agents or by any client or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by the Service Provider, its officers or employees, or its sub-contractors.

## **12 Insurance policies**

- 12.1 The Service Provider shall maintain in force the following insurance policies:
- (a) Public Liability Insurance Policy - limit £10 million per claim and without limit as to the number of claims in any period; and
  - (b) Employers Liability Insurance Policy - limit £10 million per claim,

and shall ensure that the appropriate noting of Manchester Central's interest has been recorded on the policies or a generic interest clause has been included and shall on the written request of Manchester Central from time to time provide Manchester Central with copies. On the renewal of each policy, the Service



Provider shall promptly send a copy of the premium receipt to Manchester Central.

- 12.2 The Service Provider shall, during the term of this agreement, and for a period of one year thereafter:
- (a) administer the insurance policies and the Service Provider's relationship with its insurers at all times to preserve the benefits for Manchester Central set out in this agreement;
  - (b) do nothing to invalidate any such insurance policy or to prejudice Manchester Central's entitlement thereunder; and
  - (c) procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to Manchester Central of the policies as provided at the Commencement Date.

### **13 Limitation of liability**

- 13.1 Subject to clause 13.3, the liability of each party under or in connection with this agreement, whether arising from contract, negligence or otherwise, shall be limited as follows:
- (a) for loss of or damage to physical property, the limit for any one or series of connected events shall be £5 million;
  - (b) for any other liability, the aggregate liability shall be £5 million in each Year.
- 13.2 Subject to clause 13.3, neither party shall be liable for any indirect or consequential loss.
- 13.3 Neither party limits its liability:
- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
  - (b) for fraud by it or its employees;
  - (c) for any other act or omission, liability for which may not be limited by law;
  - (d) under any indemnity in this agreement.

### **14 Termination**

- 14.1 Without affecting any other right or remedy available to it, Manchester Central may, without liability to the Service Provider, terminate this agreement at any time by giving three (3) months' written notice to the Service Provider.



- 14.2 Without affecting any other right or remedy available to it, this agreement may be terminated by Manchester Central with immediate effect by giving written notice to the Service Provider, in the following circumstances:
- (a) if there is a change of control (as defined in section 1124 of the Corporation Tax Act 2010) of the Service Provider to which Manchester Central reasonably objects; and/or
  - (b) if Manchester Central considers that the continuation of this agreement will cause it, or is reasonably deemed likely to cause it, to suffer reputational damage.
- 14.3 Without affecting any other right or remedy available to it, this agreement may be terminated by either party, with immediate effect from service on the other of written notice, in the following circumstances:
- (a) upon a breach of any material obligation under this agreement which, if capable of remedy, has not been remedied by the party in breach within 28 days of receipt of notice so to do;
  - (b) upon a breach of any material obligation under this agreement which is incapable of remedy;
  - (c) if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property or equipment; and/or
  - (d) if the other party ceases or threatens to cease to carry on business in the United Kingdom.
- 14.4 If this agreement is terminated by Manchester Central in accordance with clauses 14.2 or 14.3 such termination shall be at no loss or cost to Manchester Central and the Service Provider hereby indemnifies Manchester Central against any such losses or costs which Manchester Central may suffer as a result of any such termination for cause.
- 14.5 On termination of this agreement, any clauses that expressly or by implication are intended to survive termination shall continue in force.
- 14.6 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.



**15 Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**16 Cumulation of remedies**

Subject to the specific limitations set out in this agreement, no remedy conferred by any provision of this agreement is intended to be exclusive of any other remedy except as expressly provided for in this agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

**17 Severability**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed to be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**18 Variation**

No variation of this agreement shall be effective unless it is in writing and signed by both of the parties (or their authorised representatives).

**19 Partnership, agency and tenancy**

Nothing in this agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this agreement.

**20 Rights of set-off**

If any sums are due to Manchester Central from the Service Provider, Manchester Central shall be entitled to exercise the right to set-off such sums against any Service Charges due to the Service Provider in relation to this agreement.

**21 Third party rights**

No term of this agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this agreement.



## **22 Notices**

- 22.1 Notices shall be in writing, and shall be sent to the relevant party at the address set out for such party in clause 22.3, or such other address as may be notified to the other party in accordance with this clause 22.
- 22.2 Notices may be sent by first-class mail or facsimile transmission or email provided that facsimile transmissions and emails are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions and emails shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.
- 22.3 The address for service, as referred to in clause 22.1, is:
- (a) To Manchester Central:  
  
Windmill Street, Petersfield, Manchester, M2 3GX  
  
Email: [procurement@manchestercentral.co.uk](mailto:procurement@manchestercentral.co.uk)  
  
FAO: Martin Wheat
  - (b) To the Service Provider:  
  
XXXX  
  
XXXX

## **23 Entire agreement**

- 23.1 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- 23.2 Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement.

## **24 Announcements and publicity**

The Service Provider shall not make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of Manchester Central (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory activity (including,



without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

**25 Governing law and jurisdiction**

This agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English Courts.

**26 Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1 (Services)**

1.1. During the Contract Period the Service Provider shall provide the Services to the Contract Standard and in accordance with this Agreement.

Sole supplier of linen Services at Manchester Central Convention Complex and Manchester Town Hall Complex Events.

1.2. The Service Provider shall:

1.2.1. provide, as required, all Services for each Event as directed by Manchester Central;

1.2.2. provide all materials and manpower as is necessary to supply the Services;

1.2.3. ensure appropriate Personnel are aware of the Target Performance Standards below, and these standards are adhered to at all times;

1.2.4. introduce brand new linen to Manchester Central every twelve (12) months as and when required, storing this linen separately within the Service Provider's warehouse.

1.3. **Target Performance Standards:**

<b>Area</b>	<b>Target Service Level</b>
Bespoke Quotes	All bespoke quotes to be turned around within forty-eight (48) hours.
Orders	Ensure all orders are processed within five (5) business days.
Event Delivery	Ensure all orders are onsite at least twenty-four (24) hours before an event goes live. Orders must be clearly labelled between Back of House (BOH) and Floor Services (FS) and kept separate on arrival.
Account Manager	Assign a dedicated account manager to the venue, who will provide out of hours' contact.
Sales Manager	Assign a dedicated sales manager to the venue, who is responsible for all quotes, orders and collections.
Quality	Ensure delivered products are;



	<ul style="list-style-type: none"><li>• Sealed in a clean and hygienic manner, such as reasonable grade polythene covering (higher grade than cling film)</li><li>• Clearly labelled for identification</li><li>• Contain minimal creasing</li><li>• Full colours, not faded</li></ul>
Monthly Account Management Meeting	Ensure the Service Provider's account manager attends a monthly account management meeting, whereby a monthly stock take is undertaken.
Used Stock	Ensure Manchester Central is billed only for linen which has been used; and is not billed for holding unused stock.
'Lost Stock'	Manage Manchester Central's stock on their behalf and attend the monthly stock take to determine any 'lost stock'. Any 'lost stock' is to be agreed in writing by both parties before billed.
Soiled Linen	Schedule regular collections for used linen to prevent Manchester Central being billed for soiled linen. Any determined soiled linen is to be agreed in writing by both parties before billed.
Collections	Ensure regular collections of used linen as necessary, increasing collections during busy event periods. The linen collection point may vary dependent on the events held in the venue.



**Schedule 2 (Service Charges)]**

<b>Item</b>	<b>Charge (Including stock management)</b>
130" round (6ft)	TBC
Napkins	TBC
60 x 60 (Lycra poseur cloths)	TBC
70 x 70 (2ft)	TBC
70 x 144 (service station)	TBC
Box cloths (Fitted to 6ft trestle tables)	TBC
Chair covers	TBC
130 round (6ft) Floor Services	TBC
70 x 144 Floor Services	TBC

Signed for and on behalf of  
**MANCHESTER CENTRAL  
CONVENTION COMPLEX  
LIMITED**  
by Martin Wheat

.....  
Senior Services Manager

Signed for and on behalf of  
**XXXX**  
by

.....  
Position  
.....