



## Wedding Venue Hire Terms

### Terms and Conditions – the key points

- Victoria Baths Trust is a **registered charity** which has the long-term aim of preserving the building and enriching the lives of visitors, through an exciting programme of events, community involvement, and the study of our history.
- Victoria Baths is a **listed historic building** and it is important that all users and guests treat it with respect – **no changes can be made to the building** and the instructions of VB staff must be followed at all times.
- The Trust will **promote its aims and solicit donations** within the building regardless of the nature of the event for which the building is hired.
- **Nothing can be fixed to the walls or other fabric of the building** unless the method of fixing has been agreed by VB staff.
- We will do our best to keep the building in usable condition but it must be understood that Victoria Baths is only partially restored.
- Weddings are confirmed by sending in a completed **booking form** and **payment of the deposit**.
- **Wedding deposits are non-refundable.**
- You **must** let us know if you plan to use a **smoke machine**.
- We work within specified licence conditions – **all music, dancing and alcohol sales must finish at 11pm** (and not start before 12noon).
- You can expect **exclusive use of agreed areas of the building** during your ceremony and reception but not for the period when the building is being prepared for the wedding, or the day after.
- There is **NO SMOKING** in the building and **no confetti, helium balloons or glitter**. Alcohol consumption and smoking are not permitted outside the front of the building.

## Introduction

Victoria Baths was completed in 1906, with no expense spared. It has three pool halls, a Turkish Baths suite with a Superintendents flat above and various outbuildings. The centre pool has been floored over and all three pool halls have balconies.

Closed as a public baths in 1993, Victoria Baths now makes a fantastic venue for weddings. The building belongs to Manchester City Council and is managed by the Victoria Baths Trust, a registered charity. Use of Victoria Baths is arranged with the Victoria Baths Trust, or its trading subsidiary Victoria Baths Trading Ltd, and full terms of use are below.

The building is only partially restored; the front block externally, plus the whole building has been cleaned and improved. Users must understand this and accept the constraints and limitations of the situation. There is no general space heating and for this reason use in the winter months has limitations.

There is a ramped entrance to the ground floor of the building but no internal lifts. There are modern female toilets, a fully accessible toilet and baby change area. The male toilets (originally the poolside toilets for the Gala pool) have been modernised and refurbished.

## Wedding Terms and Conditions – the small print

All bookings for the hire of Victoria Baths are accepted by Victoria Baths Trust or Victoria Baths Trading Ltd (VB) subject to the following terms and conditions:

### 1. Bookings

- a) Provisional bookings by the clients (the wedding couple), made by exchange of e-mail or by spoken agreement, will be held for 30 days unless alternative arrangements have been agreed. A provisional booking puts neither party under obligation to confirm the event. The booking may be released unless we hear from you within 30 days of the provisional booking.
- b) A booking is provisional until a completed booking form has been submitted and any deposit required has been paid.
- c) VB may refuse to accept any booking without giving a reason.
- d) The client must inform VB as soon as possible of any changes to their residential address, name, email address or telephone number.

### 2. Deposit and Payments

- a) A deposit is required to secure your booking.
- b) A £1000.00 (including VAT) deposit is required for wedding receptions, with or without a ceremony and £300 (including VAT) for ceremonies only. This will secure your wedding booking. Please note that this deposit is non-refundable.
- c) Final payment for the booking is due no later than 10 working days prior to the date of the wedding.
- d) Any additional payments will be invoiced after the wedding and are to be paid within 30 days of the invoice date.
- e) Payments can be made by cash, cheque, or BACS transfer. All payments must be in pounds sterling (GBP). Credit card payments incur a 2.9% + 30p fee.

### 3. Prices

For bookings made over 12 months in advance, VB reserves the right to review and alter prices and rates. In the event that a price change is applied to a confirmed booking the clients are not entitled to terminate the contract, provided the increase is in line with inflation and does not exceed 5% of the price specified on the booking form.

Victoria Baths Trading Limited is VAT registered.

#### **4. Cancellation by Victoria Baths**

VB may cancel the booking, by notice in writing to you the clients, if:

- a) you are in breach of any of these terms and conditions;
- b) you have committed an act of bankruptcy or have become bankrupt or insolvent;
- c) VB believes that the wedding will or is likely to be of an undesirable nature or one that may damage the reputation of Victoria Baths;
- d) the building is wholly or partly closed due to: fire, flood, dispute, and/or alteration, by order of a public authority or any reason beyond VB's control. In which case any advance payment will be refunded to the clients but VB will otherwise be under no liability to them.

#### **5. Cancellation by you, the clients**

- a) If you wish to cancel the booking you must notify VB in writing. Cancellation will take effect from the date such notification is received.
- b) If the booking is cancelled by the clients the deposit will be retained by VB. If the cancellation date (see 5a above) is 20 working days or less before the wedding date, the total amount due must be paid.
- c) VB reserves the right to charge a cancellation fee according to notice received:
  - 6 – 9 months - 20% of the total booking fee
  - 21 working days to 6 months - 50% of the total booking fee
  - 20 working days or less to the date – 100% of the total booking fee

#### **6. Postponement of the original date**

If clients wish to postpone their original date:

- a) They will be charged (for staff time and loss of potential income to the Trust):
  - i) 10 working days or less prior to the date - 100% of the total booking fee
  - ii) 11 working days to 1 month prior to the date - 75% of the total booking fee
  - iii) Over 1 month to 2 months prior to the date - 50% of the total booking fee
  - iv) Over 2 months to 6 months prior to the date - 25% of the total booking fee
- b) Weddings postponed to a new date are still subject to the late cancellation/postponement fees shown above, in addition to the full fees due for the new date.

#### **7. Use of Victoria Baths**

- a) Clients undertake to ensure that their agents, guests, contractors and others attending the wedding comply with all the conditions of licences, health and safety, emergency procedures, legal notices and other regulations relating to the building.
- b) VB has a Premises Licence which covers the provision of regulated entertainment and the sale of alcohol between the hours of 12:00 and 23:00 and public access until midnight.
- c) Regulated entertainment includes:
  - Performance of plays
  - Exhibition of films
  - Indoor sporting events
  - Live music
  - Recorded music
  - Performances of dance

- Provision of facilities for making music
- Provision of facilities for dancing

## 8. Clients, their agents, guests, contractors and others attending the wedding must:

- Not carry out any electrical or other works including amplification and lighting, or alter, move or interfere in any way with existing lighting, heating, power, other electrical fittings or appliances without the prior consent of VB staff.
- Not bring any dangerous or hazardous items to the building.
- Not move furniture, display boards or other items without prior consent of VB staff.
- Not act in an improper or disorderly manner.
- Leave promptly at the agreed time and comply with any reasonable requests by VB staff.
- Obtain approval from VB staff for any decorations or displays brought into the venue. It is our policy that items may not be attached to any part of the building with nails, staples, tape or any other substance unless agreed by the staff.
- Ensure that any children attending the wedding are always fully supervised by an adult.
- Comply with instructions from VB staff at all times. VB reserves the right to remove any persons from the premises if the staff regard their removal as appropriate for any reason.
- Ensure that the wedding begins and ends at the agreed times.

## 9. General

- NO SMOKING** is permitted within the venue. There is a designated smoking area at **the rear** of the building and it is the responsibility of the clients to ensure that all those attending the wedding comply with this.
- NO CONFETTI, GLITTER OR HELIUM BALLOONS** are permitted. The clients must ensure that all those attending the wedding comply with this. Please discuss other options with Victoria Baths staff.
- NO ALCOHOL is permitted outside at the front of the building.** The clients must ensure that all those attending the wedding comply with this.
- Fireworks of any description are not allowed within the grounds unless provided by a recognised pyrotechnic company, with full prior approval.

## 10. Refuse and packing

- The clients must ensure that the refuse of external contractors, caterers and taken away by said parties.
- VB is responsible for disposing of waste where the items were supplied by VB.

## 11. Venue and Access

The building is only partially restored; the front block externally, plus the whole building has been cleaned and improved. Users must understand this and accept the constraints and limitations of the situation.

- Every effort is made to ensure there will be no disruption to a wedding. It should be noted though that under certain weather conditions, water leaks are possible and VB staff can point out the risk areas.

- b) As restoration works continues, unscheduled maintenance works may be necessary. Every effort will be made to ensure there is no disruption to the wedding and the clients will be informed if any works are due to be carried out at the same time as the wedding.
- c) VB has ramped access to the ground floor via the Females entrance. Full disabled access is to the ground floor only, as there are no internal lifts, and this does not include down into the Gala and Female pools.
- d) An accessible toilet is available in the Sports Hall.
- e) Clients will be given exclusive use of agreed areas of Victoria Baths for the duration of their wedding ceremony / reception.
- f) Set-up and take down periods for weddings are not exclusive to the Client and other parties may be within the building. Victoria Baths staff will inform you in advance where possible. Clients should be aware of this when setting up and taking down.

**12. Liability, Loss and Damage**

- a) The clients are solely responsible and liable for:
  - any personal injury or damage to the building, its contents, furnishings and fittings and any equipment belonging to VB; caused by the clients, their guests, contractors or suppliers or others attending the wedding Clients shall on demand pay the cost of additional cleaning and of making good such damage, or where any property of VB is damaged beyond repair the cost of replacing the property concerned.
  - any fines imposed upon VB by the local authority, for example if a breach occurs under the Environmental Protection Act 1990 (noise abatement order) – unlimited fine and/or imprisonment
- b) Any contactors hired by the clients must have Public Liability insurance and provide a copy of this to VB staff.
- c) VB, its employees and agents shall not:
  - be liable for any damage, loss, delay or expense incurred by the clients, their agents, contractors or guests or any other person attending the wedding, save the personal injury or death of any person resulting from the negligence of VB, its employees or agents.
  - be responsible for any equipment, provided by, for, or on behalf of the clients that is left unattended prior to, during or after the event.

**18. Agreement Clause**

This agreement sets forth the entire agreement of the parties in connection to the booking and supersedes any and all prior agreements, discussions, understandings, promises and expectations, unless a modified version of the hire terms are provided in writing and signed by both you the hirer and us Victoria Baths.

Signed <i>Hirer</i>	
Print Name <i>Hirer</i>	
Date	
Signed <i>Victoria Baths</i>	
Print Name <i>Victoria Baths</i>	

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