

CLIENT CONTRACT

Terms & Conditions

1. General

1. The Marigold is the trading name of this venue. The contract is between the hirer and the trading company of this venue which The Marigold (Facilities Management) Ltd. The registered address of the company is 187 Brookvale Road, Birmingham, B6 7AJ.
2. This venue is an 'alcohol free' venue therefore, we will not allow any alcohol on the premises.
3. All food to be prepared and served in the venue must be Halal (free of pork products) or else, food must be vegetarian.
4. To secure a date and time slot for a booking, the client must pay 20% of the agreed venue hire cost. In the event of a cancellation, the cancellation policy will outline the relevant procedure.
5. If the 20% deposit is not paid on the day of the booking meeting, the Marigold will release the date and time slot.
6. The full amount agreed must be paid on the finalisation meeting or no later than 4 weeks before the booking date, whichever occurs first. Failing to do this, means that the Marigold has the right to open this date and time slot to other potential clients.
7. The final deadline for receipt of full payment is 4 weeks prior to the event. If the payment is not received by this time, The Marigold will charge £50 per day until full payment is received. The extra charge will be added to the final balance. This is non-negotiable. The Marigold will give you notice and work to ensure the payment is made on time.
8. In the event of a cancellation, any items / decorations purchased especially for the customer will be charged in full if these have been purchased.
9. If under unforeseen circumstances, a client is charged for any damages or repairs and this charge is more than the security deposit we hold, this will be separately invoiced, and the client will be liable to pay.
10. The booking time agreed is final and not to be disputed with. If on the day of the event the booking time is exceeded, The Marigold will charge £50 per minute thereafter. This may seem high however, considering the number of staff on the day and the amount of facility use this amount is very reasonable. As the premises is protected by CCTV, the exceeded time will be recorded and the charge calculated. With the event going on, it will be difficult to obtain payment, thus we will invoice the bill.
11. If any client pays by cheque or BACs and it is declined, the client will be held accountable for the outstanding payment. The Marigold reserves the right to chase up the payment outstanding and if in special circumstances, the matter does not get resolved, the Marigold also reserves the right to take it further until it is resolved.
12. All decorations and equipment remain the property of The Marigold, 187 Brookvale Road, Witton, Birmingham, B6 7AJ.
13. We will always endeavour to supply any specific items requested; however, we reserve the right to substitute any appropriate alternative where necessary.
14. Storage of any items related to the event can only be arranged in advance and must be approved by management.

2. Pertaining to the Event Day

15. Clients, the bride and groom and direct family are not allowed to be on the premises before the booking time unless a previous agreement has been made. The Marigold will advise you regarding access times on the finalisation meeting.
16. Suppliers such as photographers / videographers, cake companies and other external service providers will be allocated their access times. The Marigold has the right to refuse access if suppliers arrive outside of these access times.
17. If any music is to be played in the venue, it will only be one of our set playlists or via a DJ (If a DJ is to be used, then they must be a DJ who has been cleared by The Marigold to provide their service in the venue.
18. Cars should not park in any way that will cause any type of obstruction. Cars should also park in accordance with the instruction of the car parking attendants.
19. Under no circumstances can any fixtures or fittings (permanent or temporary) be used on the walls, pillars, ceilings, or any part of the venue, including Blu Tack, cello tape, cable ties etc.
20. The Marigold reserve the right to evict any person or persons causing any problem/s at any event.

21. The Microphone is only to be used for announcements and short speeches. It is not designed for prolonged use, which includes singing. We reserve the right to restrict microphone usage if we feel it is used improperly or in a way that could damage the microphone. If the microphone is damaged or lost, this will need to be replaced, incurring charges
22. The Marigold accepts no responsibility for any lost or stolen property while on the premises, please encourage your guests to keep valuables at home or else bring at their own risk / discretion.
23. Any leftover food or drink must be collected no later than the event finish time. The Marigold will not accept any responsibility after this time. A point of contact will be agreed on the final meeting so that this can be arranged.
24. Any equipment (hired or not hired) must be collected immediately or according to any agreements made with the company. The Marigold will not accept responsibility for any items left behind or lost.
25. The Marigold will close off certain services and stop music when the booking time is over, based on the event hire time. End of venue time must be strictly adhered to due to the cleaning and setting up for the next function. Please note that announcements will be made 15 minutes prior to the end of the wedding booking time to vacate the venue and Marigold staff will kindly help to escort the guests once venue time is over
26. If the venue is not vacated by the time agreed, The Marigold reserves the right to switch off all but essential lighting.

3. External Companies

27. The Marigold has provided with this contract the companies who work as our **restricted suppliers** for additional services. By signing this contract, you agree that you can only use these suppliers for any extra services required. Please read the list for more details on which services are restricted and provided by these suppliers. If you are unsure if a service is restricted, please get in touch before purchasing or hiring anything.
28. It is the client's responsibility to notify us of the catering service provider being used prior to booking them.
29. We will only allow drinks to be ordered via the restricted suppliers. Any drinks brought via another supplier or yourself are subject to requirements met otherwise Marigold will not take responsibility for any shortages / warm drinks on the day. Catering companies have been made aware they are unable to provide drinks to Marigold clients.
30. Between the time of signing this contract and the event, The Marigold reserves the right to make any changes to our list of companies we allow to work in the venue, which includes allowing previously restricted companies to work in the venue.
31. **The Marigold will not allow any external companies / caterers to provide any kind of tea, coffee, pink tea or desi tea.** All tea and coffee shall be provided through the company we work with. This is due to health and safety concerns in the past where caterers have brought faulty equipment. Catering companies have been made aware of this.

4. Health & Safety

32. The Marigold holds no responsibility in any circumstances for any children on the premises during an event and is not liable for any injuries caused to any child anywhere on the premises. All children must always be accompanied by adults.
33. The Marigold cannot be held liable for any injuries or accidents which may occur during mealtime because of children running in and around the halls. Announcements are made to seat everyone before the meal commences, however if after this, there are any injuries because of any collisions, the venue, nor the waiter team can be held liable for this.
34. The Marigold cannot be held liable for any accidents which occur in the car park as a result of guests / driver's negligence.
35. No unauthorised person i.e. family members, will be allowed in any of the kitchen / serving areas at any time which includes the serving of the food. Food will always be prepared by the catering company in full uniform and served by the waiters. The Marigold reserve the right to refuse entry at any given time.
36. After the meal service, the serving areas will be closed for cleaning and family are not permitted to enter these areas. Should anything be required from the kitchen, you will need to ask a member of staff for access.
37. Obstructions must not be placed in the way of any emergency exits or entrances due to fire and safety reasons.
38. Pushchairs and prams are not allowed into the dining hall(s) unless a previous arrangement has been made with your booking manager. This is due to health and safety concerns as waiters will be carrying hot dishes and this may cause an obstruction.
39. The first aid box shall be readily available at the request of the client.
40. In the event of a fire or fire alarm being sounded, the assembly point is the Car Park.
41. When the venue time is over, cleaning will commence immediately, which may include the use of cleaning equipment with long cables (hoovers). Also, the floors will be wet from cleaning, thus any injuries including caused by tripping over equipment or slipping over after the booking time is over, The Marigold will not be held responsible.

42. Any supplier using electrical services is to provide a PAT test certificate
43. Any fire-fighting apparatus shall be kept in its proper place and only be used for the intended purpose. Any apparatus tampered with or damaged will be charged to the hirer. Additionally, if the fire brigade must attend due to undue care and attention of the hired companies, the client will also be charged accordingly.

5. Security Deposit:

44. A refundable security deposit is payable to the Marigold, which is separate from the booking cost, for the hiring of the hall/s, facilities, equipment, & decorations which is **£250.00**. Any damages to the property of the Marigold will be deducted from this sum & the remaining sum will be refunded accordingly. This is considered separate from your booking cost. This deposit will be paid on your finalisation meeting when you come to settle the balance.
45. In the case of a re-seating which is not pre-discussed and included in the original booking price, the client will be charged accordingly. Please note, the Marigold reserves the right to charge the client a reasonable price for any extra services used. This could affect the amount refunded from the security deposit.
46. Sole responsibility to ensure guests vacate on time is that of the hirer. An excess charge is payable accordingly in the case of an overrun of the agreed period. This could affect the amount refunded from the security deposit.
47. The client will be charged for any damage to any goods, equipment, or facilities per the full replacement value at the time of the hire. This could affect the amount refunded from the security deposit. General wear and tear is expected and accidents do happen, however deliberate damage caused will be obvious and therefore will affect the deposit.
48. Any extra services or equipment used, the client will be charged accordingly, first from the security deposit and should the sum be greater than this, it will be at an additional fee.
49. At the end of the venue hire period, the Marigold will clean the venue and all relevant areas. If cleaning is required in excess of what we consider to be normal for such a function, we will deduct any additional cleaning costs from the security deposit.
50. It is the client's responsibility to ensure that any companies hired in i.e. DJ, car hire, etc, are made aware that the facility and any equipment used must be treated with respect and left in the condition it was found in. Any damages or loss of equipment will be charged accordingly to the hirer/client. This includes a fine that reflects the cost of the damages to the hired companies. This will be deducted from the security deposit.
51. No vehicles can drive onto the grass verge in the garden. Any damage caused to the garden, the hirer will be charged accordingly. This charge will be deducted from the refundable security deposit.
52. The Marigold will under no circumstances allow silly string, smoke machines, party poppers, candy floss or indoor fireworks (with the exception of restricted company) to be bought on the premises. If confetti will be used, it can only be used indoors. We will not allow confetti to be thrown outside the venue, which includes under the canopy area.
53. The Marigold shall not be responsible for any injury or damage to persons or property arising from the use of any equipment under hire. The Marigold shall in no circumstances be liable for any direct, indirect, or consequential loss, damage or extra costs incurred caused by its negligence or other default in the performance of its duties.

6. Supercar Deposit:

54. The client is obliged to ensure that none of the people attending the event on the day knowingly obstruct access or permit congestion on any road, building or path on the venue, common areas, adjoining highways, or neighbouring properties.
55. Highly flammable substances shall not be bought into, or used, at this venue in any circumstance. This includes the use of fireworks in the building, the garden, or the car park. The only type of fireworks we will allow are the ones we have approved from our restricted special effects company
56. The revving of ANY type of car is not permitted under any circumstance on the Marigold premises. Please take into consideration our neighbours. Any revving and you will lose your deposit.
57. Should any of the following:
 - Revving / speeding / doing laps
 - Letting off any types of fireworks on or near the premises
 - Use of flares / coloured smoke anywhere onsite or outside the gates
 - Abusive or aggressive behaviour to any staff
 - Honking Horns Repeatedly
 - Holding up traffic

- Extended Dhol Playing outside the venue (PM events)
- Blasting loud music outside venue
- Extended Singing outside venue (PM events)

or anything alike take place from either the bride or groom's side and a deposit has been paid for the supercars, **then the deposits will be lost.**

In addition to this, management has the right to close the venue gates and the Marigold will make an announcement for all guests to vacate the venue and all lights will be turned off. This may sound harsh, however we hope you can appreciate that this has been made clear in all the meetings and paperwork and the venue cannot afford to bear the burden of any negative effects caused by this behaviour, including losing our banqueting license.

7. COVID Policy:

58. Should the event get cancelled in the instance of a *force majeure* and the venue is unable to hold events, e.g: because of a government ban on gatherings arising from COVID, then the Marigold will offer the following options:

a. GOVERNMENT BAN - Option A

- Postpone your event date to a later date subject to availability within 12 months of the original booking date. The first postponement will be free of charge, but thereafter, any further postponements of your event will incur an administration charge of £150 + VAT. We are not limiting the number of postponements; however, we do realise that after postponing a few times, you may wish to cancel the event altogether. Should you choose to do this, then Option B will then apply.

The new date must be within the same tariff as you have previously booked for.

If you choose to move to any date that is a higher or lower tariff than your original event date, we will requote you first. Only once you are happy with the requote will you be able to book the date. Unfortunately, there will not be any price negotiation on the new quote as this will be purely based on the tariff change. Any previous discounts given will not apply to any new quotes.

Also, any increase or decrease in other factors involved in the event logistics, for example, a change in guest numbers, which would affect pricing, we would have to take this into account and adjust the requote* accordingly with this in mind.

*The requote will be based on the venue hire / waitering / hot drinks price at that time, as this may be subject to change.

b. GOVERNMENT BAN - Option B

- The Marigold will refund the deposit minus an administration and cancellation charge as follows:

A charge of 10% of the total venue hire price will be deducted and the remaining deposit will be refunded. If, at the time, the venue is financially stable, the remaining deposit will be paid (in one single payment) within 28 days of the booked event date, in the same method the deposit was initially paid in (i.e., if the payment was made online, then the refund will also be online); however, if at that time, the venue is not stable financially, the remaining deposit will be paid in 2 equal instalments within 6 months of the event date. We will provide you with a payment plan which you will need to agree to in writing.

c. Cap on Guest Numbers

- Should there be a cap on guest numbers and / or social distancing must be implemented which may not comply with your original booking details, we will re-quote you based on new numbers. However, please note that even with a cap on guest numbers, for example, if the government decides the venue can operate on half-capacity, then we do have additional halls and may still be able to honour your event across all halls. If the requote is not suitable, then the options in clause I (ban on gatherings) will apply.

d. If Your Full Event Balance Has Been Paid

- Where the full balance has been paid and then there is a government ban on gatherings or a cap of guest numbers resulting in not fulfilling your requirements as it alters your original guest numbers, The Marigold will offer a postponement or will refund the full balance including the deposit paid with a deduction of the relevant cancellation fee (see clause 61a & 61b)

8. Cancellation due to other reasons, Date changes & Event changes

59. Cancellation due to other reasons

- According to the CMA guidelines, a cancellation that is not due the pandemic is not classed as a 'frustrated' contract, because the venue will still have been able to honour your event, therefore, the cancellation on your part would be a loss of business for us as the date you had booked could have been given to someone else.

- b. Therefore, if the cancellation is for any other reasons, i.e., personal, and not related to the government restrictions, then the venue will keep 70% of the deposit as per your original booking contract. This can be justified considering our administration and cancellation costs. Everything from your initial enquiry to the booking stage is all part of the service we provide, and costs have already been accrued by the venue along the way before the event has even taken place. For this reason, keeping 70% of the deposit to cover at least a portion of any accrued costs is justified. The remaining deposit will be refunded
 - c. If, by this point, the full balance for the event has been paid, we will deduct 70% of the deposit (as explained above) and then refund the remaining balance in full in 4 equal instalments within 6 months of the event date in the same method the balance was initially paid in (i.e., if the payment was made online, then the refund will also be online). We will provide you with a payment plan which you will need to agree to in writing.
60. It is the client's responsibility to inform the Marigold of any changes to the details of the booking no later than 30 days before the function. After this time, we have the right to decline these changes. Please be aware once the booking has been made and the amount has been agreed, should your guest numbers decrease, The Marigold cannot deduct or refund any money from the booking price. The booking price can only increase should any extra services be required.
61. Where the client has cancelled and then rebooked within the six-month period, which includes changing the date of a booking and / or time of booking, this will incur an administration fee of £250.
62. Any notice required to be given in accordance with this contract must be in writing and shall be delivered by hand, sent by post to this address or by E-mail as set out in these conditions.

If you have any element of doubt regarding or do not agree with any of the terms and conditions and policies, please do not proceed with the booking.

Please read through this policy very carefully and then consider whether you wish to book The Marigold for your event. While this policy may initially seem a little unfair or one-sided, we can assure you that all factors associated with client bookings here during the Covid-19 pandemic have been considered, and we have put together these clauses with all potential outcomes in mind.

As much of a risk as it is for clients to book events whilst the government guidelines surrounding large gatherings are ever-changing, it is an even bigger risk to our business if the booking is lost, as costs have already been accrued by the venue during the booking process. At the very least, our administration costs and postponement costs should be covered, and we feel that this is fair with all things considered.

Since March 2020, all venues have been severely affected, not just financially but also logistically. With the ongoing ban on gatherings, and our venue having had many cancellations, the business has been under huge financial strain. We have had a lack of funding and support from the government, and with events not happening, we have not had any income to cover our outgoings and overheads.

We have had to let some of our staff go as we could not afford to keep them on during this time, and the personal mental stress that this has caused to the management and the staff continuing to work here has been immense.

From the perspective of the entire wedding industry, the general belief is that the regulations set by the CMA have been unfair towards our business among many others, as it would not be feasible for us to fully refund all client deposits and costs for booked events, as we would need to cover our own administration fees and outgoings / overheads.

The CMA and the government have not considered this from the business owner's perspective, so for this reason, we have had to review and update our exceptional clauses and add in the additional details to clarify.

With our finances in mind, we are desperately trying to stay afloat and keep our business going, not just for ourselves but for our clients who have been waiting for so long to be able to see their events through.

We appreciate your cooperation throughout these difficult times, and we look forward to better times ahead.