



Client Contract

The Marigold (Facilities Management) Ltd

187 Brookvale Road, Witton, Birmingham, B6 7AJ.

T – 0121 686 6666 W – www.themarigold.co.uk E – info@themarigold.co.uk

Terms & Conditions

1. The Marigold is the trading name of this venue. The contract is between the hirer and the trading company of this venue which is The Marigold (Facilities Management) Ltd. The registered address of the company is 187 Brookvale Road, Birmingham, B6 7AJ.
2. Morning booking times are from 11:30AM to 16:00PM. If any music is playing, it will stop being played at 15:45PM and all guests must vacate the building at 16:00PM. Evening booking times are from 19:00PM to 11:30PM. If any music is playing it will stop at 11:15PM and all guests must vacate the building by 11:30PM. These times must be strictly adhered to due to the cleaning and setting up for the next function. This activity will be assisted by Marigold staff who will kindly help to escort the guests. Please note that announcements will be made 15 minutes prior to the end of the wedding booking time to vacate the venue.
3. 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. We will not accept any music/CDs/USBs from any person/client.
4. 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 will be added to your overall booking cost. This deposit will be paid on your finalisation meeting when you come to settle the balance.
5. If any client pays by cheque, bacs and any other payment and it is declined, please be aware that 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.
6. 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.
7. The client is obligated to ensure that none of the people attending the event on the day obstruct access or knowingly permit congestion on any road, building or path on the venue, common areas, adjoining highways, or neighbouring properties.
8. 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.
9. All decorations and equipment remain the property of The Marigold, 187 Brookvale Road, Witton, Birmingham, B6 7AJ.
10. 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.
11. To secure a date and time slot for a booking the client must pay 30% of the total amount agreed as via the payment and receipt form.
12. The full amount agreed must be paid no later than 6 weeks before the booking date. Failing to do this, consequentially means that the Marigold holds the right to open this date and time slot to other potential clients.
13. 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 contact you 8 weeks prior to the event to enable sufficient time to arrange payment.
14. When a deposit is placed for a specific date, it will be non-transferable for an alternative date. This is due to potential bookings consequently being turned away based on the original booking. If under **unforeseen circumstances**, a booking is to be cancelled, a minimum of six months' written notice must be given. The deposit previously paid will be carried over providing a booking for another date is placed. Otherwise, the Marigold holds the right to keep the deposit.

15. The full 20% deposit is required to secure the date. In the event of a cancellation we will be deducting a cancellation fee which includes an admin charge. Please refer to the exceptional clauses for the details of this
16. 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.
17. Where the client has cancelled and then rebooked within the six-month period, which includes changing the date of a booking, this will incur an administration fee of £100.
18. The Marigold reserves the right to pursue the full booking fee as via the payment and receipt form if in the event of a cancellation. Any items / decorations purchased especially for the customer will be charged in full once purchased.
19. 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.
20. 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.
21. Any extra services or equipment used, the client will be charged accordingly.
22. 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.
23. The Marigold accepts no responsibility for any lost or stolen property while on the premises.
24. The Marigold holds no responsibility in any circumstances for any children on the premises during an event. The Marigold is not liable for any injuries caused to any child anywhere on the premises and all children must be accompanied by an adult always.
25. 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.
26. It is the client's responsibility to ensure that any companies hired in i.e. DJ, Catering, 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.
27. It is the client's responsibility to ensure the catering company clean up after themselves (we will provide where possible, cleaning materials for this). If the kitchen is left dirty and unclean, this could affect the amount refunded from the security deposit.
28. Any caterers used by the client for the function must be registered with a relevant local authority.
29. It is the client's responsibility to notify us of the catering service provider being used a minimum of 4 weeks before the booking date.
30. We will always endeavour to supply any specific items requested; however we reserve the right to substitute any appropriate alternative where necessary.
31. The Marigold reserve the right to evict any person or persons causing any problem/s at any event.
32. Clients, the bride and groom and direct family are categorically not allowed to be on the premises before the booking time.
33. Obstructions must not be placed in the way of any emergency exits or entrances due to fire and safety reasons.
34. 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.
35. The first aid box shall be readily available at the request of the client.
36. Storage of any items related to the event can only be arranged in advance and must be approved by management.
37. 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.
38. 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 Epic FX.
39. 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.

40. 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.
41. Any notice required to be given in accordance with this contract must be in writing and shall be delivered by hand or sent by post to the address of the party as set out in these conditions.
42. This venue is an 'alcohol free' venue therefore, we will not allow any alcohol on the premises.
43. Any meat/food to be consumed in the venue must be free of pork/pig-based products.
44. We will only allow table drinks to be ordered via MYZ Drinks. We will not allow any drinks to be bought through any other company or through yourselves.
45. Any leftover food or drink must be collected during or immediately after the event. The Marigold will not accept any responsibility after this time
46. Any equipment (hired or not hired) must be collected immediately or according to any agreements made with the company. The Marigold will not accept any responsibility for any equipment lost or left behind.
47. The only external companies that will be allowed to provide their services shall be the companies we have listed and attached with this contract. By signing this contract, you agree that you will only allow these companies to provide their services in the venue. This does not apply to catering companies or photographers/videographers or cake companies.
48. 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.
49. The Marigold will under no circumstances allow silly string, smoke machines, party poppers, candy floss or indoor fireworks (with the exception of Epic FX services) 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.
50. After the booking meeting, the only other meeting is the finalisation meeting. Between the booking meeting and finalisation meeting, The Marigold will not facilitate continuous meetings and extra viewings. We are a business and we value both our time and your own, so please ensure that relatives who need to view the venue do so collectively.
51. The Microphone is only to be used for announcements and short speeches. It is not designed for prolonged use, which includes singing and thus should not be used in this way. We reserve the right to restrict microphone usage if we feel it is used improperly or in a way that could damage the microphone. The microphone should be handed in to a member of staff after use. If the microphone is damaged or lost, this will affect the amount of money refunded from the security deposit, possibly incurring a greater charge
52. When venue time is over (according to the time booked) cleaning will commence immediately, which may include the use of cleaning equipment such as hoovers which have cables. 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, as we will have given sufficient reminders about when the venue time ends.
53. If the venue is not vacated by the time designated, The Marigold reserves the right to switch off all but essential lighting.
54. Although the venue has no restrictions on catering companies, The Marigold will not allow any external people to provide any kind of pink tea or desi tea. All tea and coffee shall be provided by The Marigold or through our external partner company
55. 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, when you consider the number of staff on the day and the amount of facility use this amount is very reasonable. As the premises is fully protected by CCTV, the exceeded time will be recorded and cannot be exceeded. With the event going on, it will be difficult to obtain payment, thus we will invoice the bill.
56. Any supplier using electrical services is to provide a PAT test certificate
57. Caterers are to provide public liability and health and safety certificates
58. Under no circumstances can any fixtures or fittings (permanent or temporary) be used on the walls, including Blu Tack, cello tape, tacks etc.
59. Should any revving, fireworks, flares, abusive behaviour or anything alike take place from either the bride or groom's side and a deposit has been paid for the supercars, then the deposit 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 the terms and conditions have been made clear and under no circumstances can the venue risk losing their banqueting license because of this behaviour.

External Companies

We are restricting external services (excluding catering) to the following companies for their professionalism and have listed their contact details. If for some reason you are unable to reach the company, we recommend communication via text message. If, however, you are still unable to reach the company, please contact the Marigold directly and we will help facilitate a quick response. We also highly recommend that all event service companies be contacted **at least 3 months in advance** of the event to ensure the company is available, particularly regarding the **DJ**.

Restricted Companies (Can only use these)	Services Provided
Company details will only be disclosed upon booking	<ul style="list-style-type: none"> • Stages / Walkways / Additional Venue Décor • Centrepieces • Entrance Décor • Guest book / Welcome tables • Selfie Frames • Personalised Signage / Décor / Mirrors • Kids entertainment / Bouncy Castle / Clown • Helium products • Bouquets • Cake décor and stands
Company details will only be disclosed upon booking	<ul style="list-style-type: none"> • Dessert tables (Fresh cream based, mini cream cakes, mini pies, patisserie etc) • Fruit Cocktails and Lavish fruit displays • Traditional Gol Guppa cart • 6 tier chocolate Fountain with a variety of dipping treats • Sweet Cart (large range of sweets to customers' preference) • Ice Cream cart • Ferrero Rocher Tower/Pyramid • Popcorn • Mocktails • Appetisers/Canapés such as samosa chaat, papri chaat
Company details will only be disclosed upon booking	<ul style="list-style-type: none"> • Menu Cards • Zam Zam bottles • Jam Jars • Variety of favour boxes/bags • Personalised favours/Love hearts • Neapolitan chocolate squares • Sweet cones
Company details will only be disclosed upon booking	<p>Please be aware that this company does offer other services but can only provide the below services at The Marigold:</p> <ul style="list-style-type: none"> • Magic Mirror and Photo Booth
Company details will only be disclosed upon booking	Soft Drinks / Table Drinks

Restricted Companies (Can only use these)	Services Provided
Company details will only be disclosed upon booking	Services Include <ul style="list-style-type: none"> • DJ Booths • Special Effects (inc Dry ice, LED letters) • Lighting Effects • LED Dancefloors and Walkways • Screens and Visuals (inc. projector screen, star cloth)
Company details will only be disclosed upon booking	Services Include <ul style="list-style-type: none"> • Digital Sound System • DJ Console • Plasma and Projector Screens • LED Beam Lighting / Uplighting / Dancefloors • Low Fog / Haze Machine
Company details will only be disclosed upon booking	<ul style="list-style-type: none"> • Restricted fireworks (only certain types) • Flower shower (alt to confetti showers) • Low fog • Bubble effect • Confetti cannons

<u>Recommended Companies (Not restricted)</u>
Phantom Hire Phone: 0121 227 9984 Web. www.phantomhire.com

If the event is a late booking (less than 3 months before event) and for some reason any of the above companies are unavailable, this will mean that you will have to go without these services. This does mean substitute companies cannot be used. The wedding industry in general is all about booking services well in advance. We also understand that there may be instances where other companies may 'gift' you with services, but unfortunately, we will be unable to allow these, as this would negate the reason why we have restricted company services. We hope you can appreciate this.

Also, with all businesses, there is the possibility that companies can close down or change management, so in the unlikely event that one of our companies is removed from our list, The Marigold will inform you and if you have booked anything from these companies, they will have to honour their booking.

Once again, we have no restriction on catering companies as this is down to your personal taste and budget.

Should you go for any other catering company, we ask that you find out if they have worked in The Marigold before. If they have not, they will need to be booked in prior to the event so they can properly view the facilities we offer. We do not have any restrictions on; cake companies, camera / film crews, dhol players / live music.

Please note that all information is correct at the time of printing and distributing and is subject to change. Should any changes be made to this document, we will notify you. Please ensure you have read through the contract and discussed anything you are unsure about with your booking manager.