London Road, Stoke-on-Trent, ST4 7QE www.oldstokelibrary.com



### 1. General

- 1. Old Stoke Library is the trading name of this venue. The contract is between the hirer and the trading company of this venue, Old Stoke Library. The registered address of the company is Old Stoke Library, London Road, Stoke-on-Trent, ST4 7QE.
- 2. 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.
- 3. If the 20% deposit is not paid on the day of the booking meeting, Old Stoke Library will release the date and time slot.
- 4. 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 Old Stoke Library has the right to open this date and time slot to other potential clients.
- 5. The final deadline for receipt of full payment is 4 weeks before the event. If the payment is not received by this time, Old Stoke Library will charge £50 per day until full payment is received. The extra charge will be added to the final balance. This is non-negotiable. Old Stoke Library will give you notice and work to ensure the payment is made on time.
- 6. In the event of a cancellation, any items/decorations purchased primarily for the customer will be charged in full if these have been purchased.
- 7. 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. The client will be liable to pay.
- 8. The booking time agreed is final and not to be disputed. If on the day of the event the booking time is exceeded, Old Stoke Library will charge £30 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 CCTV protects the premises, any time exceeded will be recorded, and the charge will be calculated. With the event underway, it will be difficult to obtain payment; therefore, we will issue an invoice.
- 9. If any client pays by cheque or BACs and it is declined, the client will be held accountable for the outstanding payment. Old Stoke Library reserves the right to chase up the outstanding payment and, if, in exceptional circumstances, the matter does not get resolved, to take it further until it is resolved.
- 10. All decorations and equipment remain the property of Old Stoke Library, London Road, Stoke-on-Trent, ST4 7QE.
- 11. We will always endeavour to supply any specific items requested; however, we reserve the right to substitute any appropriate alternative where necessary.
- 12. Storage of any items related to the event can only be arranged in advance and must be approved by management.

### 2. About the Event Day

- 13. 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. Old Stoke Library will advise you regarding access times at the finalisation meeting.
- 14. Suppliers such as photographers/videographers, cake companies and other external service providers will be allocated their access times. Old Stoke Library has the right to refuse access if suppliers arrive outside of these access times.

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- 15. If any music is to be played in the venue, then they must be a DJ whom Old Stoke Library has cleared to provide their service in the venue.
- 16. Cars should not park in any way that will cause any obstruction. Cars should also park in accordance with the car parking attendants' instructions.
- 17. 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.
- 18. Old Stoke Library reserves the right to evict any person or persons causing any problem/s at any event. 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 use if we believe it is being misused or could damage the microphone. If the microphone is damaged or lost, it will need to be replaced, incurring charges
- 19. Old Stoke Library accepts no responsibility for any lost or stolen property while on the premises. Please encourage your guests to keep valuables at home or bring them at their own risk/discretion.
- 20. Any leftover food or drink must be collected no later than the event's finish time. Old Stoke Library will not accept any responsibility after this time. A point of contact will be agreed on at the final meeting so that this can be arranged.
- 21. Any equipment (hired or not hired) must be collected immediately or according to any agreements made with the company. Old Stoke Library will not accept responsibility for any items left behind or lost.
- 22. Old Stoke Library 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 cleaning and setup for the following function. Please note that announcements will be made 15 minutes before the end of the wedding booking time to vacate the venue, and Old Stoke Library staff will kindly help to escort the guests once the venue time is over
- 23. If the venue is not vacated by the time agreed, Old Stoke Library reserves the right to switch off all but essential lighting.

### 3. External Companies

- 24. Old Stoke Library has provided, with this contract, the companies that 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 limited, please get in touch before purchasing or hiring anything.
- 25. It is the client's responsibility to notify us of the catering service provider being used before booking them.
- 26. Between the time of signing this contract and the event, Old Stoke Library 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.
- 27. Old Stoke Library will not allow any external companies/caterers to provide any hot drinks. All tea and coffee shall be provided through the company we work with. This is due to past health and safety concerns regarding caterers bringing faulty equipment. Catering companies have been made aware of this.

### 4. Health & Safety

- 28. Old Stoke Library holds no responsibility in any circumstances for any children on the premises during an event. It is not liable for any injuries caused to any child anywhere on the premises. Adults must always accompany all children.
- 29. Old Stoke Library 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, any injuries occur due to collisions, neither the venue nor the waiter team can be held liable.

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- 30. Old Stoke Library cannot be held liable for any accidents which occur in the car park because of guests' / drivers' negligence.
- 31. 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. Old Stoke Library reserves the right to refuse entry at any given time.
- 32. After the meal service, the serving areas will be closed for cleaning and families 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.
- 33. Obstructions must not be placed in the way of any emergency exits or entrances due to fire and safety reasons.
- 34. 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 servers will be carrying hot dishes, and this may cause an obstruction.
- 35. The first aid box shall be readily available at the request of the client.
- 36. In the event of a fire or fire alarm being sounded, the assembly point is the Car Park.
- 37. 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 those caused by tripping over equipment or slipping after the booking time, will not be the Old Stoke Library's responsibility.
- 38. A supplier using electrical services is to provide a PAT test certificate
- 39. Any firefighting 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 the hired companies' failure to provide adequate care and attention, the client will also be charged accordingly.

#### 5. Security Deposit:

- 40. A refundable security deposit is payable to Old Stoke Library, which is separate from the booking cost, for the hiring of the hall/s, facilities, equipment, & decorations, which is £300-£500. Any damages to the property of Old Stoke Library 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.
- 41. 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 that Old Stoke Library 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.
- 42. 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.
- 43. 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 will be apparent and will therefore affect the deposit.
- 44. 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.
- 45. At the end of the venue hire period, Old Stoke Library will clean the venue and all relevant areas. If cleaning is required beyond what we consider normal for this function, we will deduct any additional cleaning costs from the security deposit.

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- 46. It is the client's responsibility to ensure that any companies hired, 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.
- 47. No vehicles can drive onto the grass verge in the garden. Any damage to the garden will result in the hirer being charged accordingly. This charge will be deducted from the refundable security deposit.
- 48. Old Stoke Library will under no circumstances allow silly string, smoke machines, party poppers, candy floss or indoor fireworks (except restricted company) to be bought on the premises. If confetti is used, it can only be used indoors. We will not allow confetti to be thrown outside the venue, including under the canopy.
- 49. Old Stoke Library shall not be responsible for any injury or damage to persons or property arising from the use of any equipment under hire. Old Stoke Library 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.
- 50. 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.
- 51. Highly flammable substances shall not be brought 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
- 52. The revving of ANY car is not permitted under any circumstances on Old Stoke Library premises. Please take into consideration our neighbours. Any revving and you will lose your deposit.
- 53. 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 on-site or outside the gates
  - Abusive or aggressive behaviour towards any staff
  - Honking Horns Repeatedly
  - Holding up traffic
  - Extended Dhol Playing outside the venue (PM events)
  - Blasting loud music outside the venue
  - Extended singing outside the venue (PM events)

Or anything similar takes place on either the bride's or the groom's side, and a deposit has been paid for the supercars, then the deposits will be lost.

In addition, management has the right to close the venue gates, and Old Stoke Library 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 that the venue cannot afford to bear the burden of any adverse effects caused by this behaviour, including the loss of our banqueting license.

### 6. Cancellation due to other reasons, Date changes & Event changes

#### 54. Cancellation due to other reasons

According to the CMA guidelines, a cancellation that is not due to 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.

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- a. Therefore, if the cancellation is for any other reason, i.e., personal, and not related to the government restrictions, then the venue will keep 100% 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 100% of the deposit to cover at least a portion of any accrued costs is justified. The remaining deposit will be refunded
- b. If, by this point, the full balance for the event has been paid, we will deduct 100% 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.
- 55. It is the client's responsibility to inform Old Stoke Library 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 that once the booking has been made and the amount has been agreed, Old Stoke Library cannot deduct or refund any amount from the booking price if your guest numbers decrease. The booking price can only increase if any extra services are required.
- 56. 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 £100.
- 57. 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 email as set out in these conditions.

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