



Victoria Baths
Hire

Terms and Conditions – the key points

- 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.
- Victoria Baths Trust is a **registered charity** which has the long term aim of fully restoring the building. It relies on income from building hire as well as donations and grants to fulfil its charitable aims.
- 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
- Bookings are confirmed by sending in a completed **booking form** and, for some events payment of a non-refundable deposit
- Payment of a refundable damage deposit is required by all Commercial hires
- 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 11.30pm** (and not start before 12noon).
- The building must be left in a neat and tidy condition with **any refuse removed off site** and any damage made good.
- If your event or activity **over-runs** the agreed time, **you will be charged for this**.
- If your booking is for a wedding, 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 also **no confetti or glitter**. You are not allowed to drink alcohol outside the building at the front.
- Victoria Baths may not be hired for any events/activities that are **religious, party political, pornographic, immoral or concerned with the occult**.
- We welcome bookings where the hirer is able to share visitor / customer data with Victoria Baths Trust

- If your event/activity is open to the public, you must have **public liability insurance** and provide a copy of this to the Trust.

Introduction

Victoria Baths was built between 1903-1906, with no expense spared. It has three pool halls, a Turkish Baths suite with a Superintendents flat above and various outbuildings. One of the pools has been floored over as a sports hall. All the pool halls have balconies.

Closed as a public baths in 1993, Victoria Baths is now partially restored and makes a fantastic venue for weddings, cultural events, film locations, photoshoots, corporate events and arts activities. The Baths belongs to Manchester City Council and is managed by the Victoria Baths Trust, a registered charity. Use of the Victoria Baths is arranged with the Victoria Baths Trust, or its trading subsidiary Victoria Baths Trading Ltd, and the terms of use are below.

Victoria Baths is undergoing restoration in phases. Whilst the front block has been externally restored and the whole building has been cleaned and improved by volunteers, the building is only partially restored. Users must understand this and accept the limitations imposed. 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 Females toilets and a fully accessible toilet and baby change area. The Males toilets were originally the poolside toilets for the Gala pool which have been modernised and refurbished.

Terms and Conditions – the small print

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

Bookings

- a) Provisional bookings 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.

Deposit and Payments

- a) A deposit may be required to secure your booking.
- b) A deposit of £600 (incl VAT) is required for wedding receptions with or without a ceremony and £120 (incl VAT) for ceremonies only. This will secure your wedding booking.
- c) A 30% non-refundable deposit will be required for non-wedding Trading events/bookings.
- d) A refundable damage deposit is required for all Commercial Trading Hires. The damage deposit is £500 and is due no later than 10 working days prior to the event
- e) In the event of any damage caused to the building, grounds, equipment or any additional costs incurred as a result of the acts of the event staff, volunteers, attendees or suppliers Victoria Baths reserves the right to withhold part or all of the refundable deposit to cover the costs of the damage incurred.

- f) If the £500 refundable deposit is insufficient to cover the costs of any damage caused by the event then the client is liable to cover the excess
- g) Final payment for the booking is due no later than 10 working days prior to the event.
- h) Payment for any additional services invoiced before the event are to be paid no later than the day preceding the event.
- i) Payments can be made by cash, cheque, debit/credit card or by BACS transfer. All payments should be in Sterling.

Prices

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

An additional fee for unscheduled times, as specified on the hire agreement, will be charged at a rate shown on our Hire Rates document.

Victoria Baths Trust handles bookings relating to heritage, arts, educational and community use.

Victoria Baths Trading Limited handles other bookings including commercial film location work and wedding hire. Victoria Baths Trading is VAT registered.

Cancellation by VB

VB may cancel the booking by notice in writing to the Client if:

- a) the Client is in breach of any of these terms and conditions.
- b) the Client has entered into receivership, administration or liquidation (except for the purposes of amalgamation or reconstruction) or has committed an act of bankruptcy or has become bankrupt or insolvent.
- c) VB believes that the event will or is likely to be of an undesirable nature or one that may damage the reputation of Victoria Baths.
- d) Victoria Baths or part of it is closed due to fire, flooding, dispute, and/or alteration or by order of a public authority or any reason beyond VB's control in which case it will refund to the Client any advance payment but will otherwise be under no liability to the Client.

Cancellation by the Client

- a) If the Client wishes to cancel the booking they should notify VB in writing. The cancellation will take effect from the date such notification is received.
- b) In the event of the booking being cancelled the deposit will be retained by VB and if the event is cancelled less than 10 working days before the event, payment of the total amount payable for the event will be required.
- c) VB reserves the right to charge a cancellation fee according to notice received:
 - 3-6 months - 20% of the total booking fee
 - 10 working days-3 months - 50% of the total booking fee

Clients Use of VB

Clients undertake to ensure that their agents, guests, contractors and others attending the event comply with all the conditions of licences, health and safety, emergency procedures and legal notices and other regulations relating to the building.

Victoria Baths has a premises licence which covers the provision of regulated entertainment between the hours of 12.00 and 23.30 and the sale of alcohol for consumption on the premises, also between the hours of 12.00 and 23.30.

The building can be open to the public between the hours of 10.00 and 24.00

Any operation involving regulated entertainment (see below) or sale of alcohol outside the above hours will require an extension of our licence and should be discussed with us well in advance of the planned event.

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

The Clients, their agents, guests, contractors and others attending the event must:

- a) Not use the VB logo or its telephone number in any advertising or publicity unless prior permission has been given.
- b) 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 or other electrical fittings or appliances without the prior consent of VB staff.
- c) Not bring any dangerous or hazardous items to the building.
- d) Not move furniture, display board or other items without prior consent of VB staff.
- e) Not act in an improper or disorderly manner.
- f) Leave promptly at the agreed time and comply with any reasonable requests by VB staff.
- g) Obtain approval from VB staff for any decorations or displays brought into the venue. Generally, it is our policy that items may not be attached to any fixed walls etc with nails, staples, tape or any other substance unless agreed by VB staff.
- h) Make sure that any children attending the event are properly supervised at all times.
- i) Comply with instructions from VB staff at all times. VB reserves the right to remove any persons from the premises if VB staff regard their removal as appropriate for any reason.
- j) Ensure that the event begins and ends at the agreed times.

General

- a) **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 Client to ensure that all those attending the event know of and comply with this restriction.
- b) **NO CONFETTI or glitter** is permitted at Victoria Baths. The Client must ensure that all those attending the event know of and comply with this restriction.
- c) **NO ALCOHOL is permitted outside at the front of the building**. The Client must ensure that all those attending the event know of and comply with this restriction.
- d) Fireworks of any description are not allowed within the grounds unless provided by a recognised pyrotechnic company with full prior approval.

Refuse and packing

- a) The Client must ensure that the refuse of external contractors, caterers and the Client's own waste is taken away by the said parties, including wine and drinks bottles and packaging.
- b) VB will be responsible for disposing of waste where the items were supplied by VB.

Venue and Access

Victoria Baths is undergoing restoration in phases. Whilst the front block has been externally restored and the whole building has been cleaned and improved by volunteers, the building

is still a partially restored building. Users must understand this and accept the limitations imposed.

- a) As a restoration project, every effort is made to ensure that there will be no disruption to an event. It should be noted though that under certain weather conditions, leaks are possible and members of the VB staff can point out the risk areas.
- b) As the restoration works continue, unscheduled maintenance works may be necessary. Every effort will be made to ensure there is no disruption to the event and the Client will be informed if any works are due to be carried out at the same time as the event.
- c) Victoria Baths has a ramped entrance to the ground floor of the building (Females Entrance). Full disabled access is to the ground floor only and does not include into the pools themselves.
- d) An accessible toilet is available in the sports hall.
- e) Deliveries and pick-ups will normally take place at the rear of the Females Pool via the ramp to the car park.

Public opening times

Victoria Baths is open to the public for a **Guided tour** every **Wednesday** afternoon from April to October, with the tour starting at 2pm. Any building hire on these Wednesdays needs to take account of this tour.

Victoria Baths has public events on the several weekends in the year. These events often have other organisations taking part – exhibiting artwork or providing entertainment.

Weddings

Clients will be given exclusive use of agreed areas of Victoria Baths for the duration of wedding ceremonies and receptions.

Set-up and take down periods for weddings are not exclusive to the Client and other parties may be within the building. Clients should be aware of this when setting up and taking down.

Liability, Loss and Damage

The Client is solely responsible and liable for:

- a) any personal injury or damage to the building, its contents, furnishings and fittings and any equipment belonging to VB caused by the Client, their guests, contractors or suppliers or others attending the event and 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.
- b) any fines imposed upon VB by the local authority if a breach occurred under the Environmental Protection Act 1990 (noise abatement order) maximum fine £20,000.

Any Clients organising a public event at the Baths must have public liability insurance and provide a copy of this to the Trust.

VB, its employees and agents shall not:

- a) be liable for any damage, loss, delay or expense incurred by the Clients, their employees, agents, contractors or guests or any other person attending the event save the death of or personal injury to any person resulting from the negligence of VB, its employees or agents.
- b) be responsible for any equipment, provided by, for, or on behalf of the Client that is left unattended prior to, during or after the event.



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