



## Terms & Conditions of Premises Hire

**These standard conditions apply to all premises hire at The Phoenix Garden. If the Hirer is in any doubt as to the meaning of the following, the Manager or other relevant person should immediately be consulted.**

In these terms and conditions:

The Premises means The Phoenix Gardens, 21 Stacey St. WC2H 8DG and any part thereof. Specifically:

|                       |  |
|-----------------------|--|
| The building only     | 50 people standing<br>40 people seated theatre-style<br>32 people seated at tables |
| The building and lawn | 100 people standing<br>60 people seated and standing                               |
| The whole garden      | 200 people   |

The Principal means the organisation hiring out the premises.

The Hirer means the person named on the Booking Agreement and any subsequent agreement or contract for the use of the premises.

The Booking Agreement is between the Principal and the Hirer.

### 1. Booking Deposit

No booking is confirmed until a 50% deposit has been received. This must be received within 7 days of the date on the invoice. If the booking is less than 1 week away 100% of the invoice will be payable immediately. If we have not received the deposit within 7 days, your reservation will be voided. The payment of the balance should clear The Phoenix Garden's account 7 days prior to the event date. If full payment is not received by 2 days prior to the event the Hirer will be refused access to the space.

Any variation in the facilities taken up by the Hirer will be subject to a further charge payable on receipt of invoice. Payment may be made online by card payment or direct bank transfer. Changes cannot be made on the day because the Premises Officer is not authorised to accept any additional payment.

### 2. Age

The Hirer, being at least 18 years of age, accepts full responsibility for overseeing and managing the premises at all times while the public is present. The Hirer also ensures that all conditions outlined in this Agreement related to the management and supervision of the premises are properly fulfilled.

### **3. Premises Officer**

Throughout the duration of the hire period, a Premises Officer will be onsite to assist with operational matters and to ensure that all safety regulations are adhered to. The Premises Officer has the ultimate authority in all matters related to premises hire.

### **4. Supervision of Premises**

During the hire period, the Hirer is responsible for the supervision of the premises, including the building, its contents, and their proper care. This includes ensuring their safety from damage, however minor, or any alterations, as well as overseeing the behaviour of all guests. The Hirer shall, as directed by The Phoenix Garden Manager, repair or cover the cost of any damage (including accidental damage) to the premises, fixtures, fittings, or contents, and for any loss of contents.

### **5. Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sublet or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies. The Hirer shall not cause damage to the reputation of the premises holder through inappropriate or objectionable conduct or performance.

### **6. Capacity**

The building can accommodate the following seated or standing:

- 40 guests seated theatre style (without tables);
- 36 guests seated around tables;
- 60 guests standing.

### **7. Gaming, betting and lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

### **8. Licensable activities**

The Phoenix Garden holds The Music Licence (which amalgamates both PPL and PRS for Music Licences) which permits the use of copyright music in any form, e.g. record, compact discs, tapes, radio or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that The Phoenix Garden holds it. Evidence of such licences held by the Hirer should be shared with the Phoenix Garden Manager no less than 14 days in advance of the event.

### **9. Fire and public safety compliance**

The Hirer must follow instructions provided by the Premises Officer to ensure adherence to all relevant regulations and conditions associated with the premises particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children (further details below).

Fire Safety Responsibilities - Upon arrival, before the start on an event, the Premises Officer will provide the Hirer with instructions on fire safety, including:

- The location of fire alarm points.

- Fire evacuation procedures.
- Evacuation assembly point.

The hirer shall also comply with The Phoenix Garden's Health and Safety Policy, Fire Risk Assessment and Safeguarding Policy. A copy of the policies are available on request.

The Fire Service shall be called to any outbreak of fire, however slight, and details of which will be provided to The Phoenix Garden Manager and Board of Trustees by the Premises Officer. The Hirer may be contacted for further details if this is deemed necessary for any reason.

## 10. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency exit routes are clearly marked and emergency lighting will take effect in the event of a power outage. The fire assembly point is located on the [corner of Stacey and Phoenix Streets](#).

## 11. Electrical appliance safety

The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Premises shall be PAT tested. Evidence shall be provided before the date of the booking.

## 12. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) The full cost of repairing any damage, whether accidental, deliberate, or malicious, caused to any part of the premises, including the surrounding grounds (curtilage) or any contents, fixtures, or fittings within the premises.

(ii) all claims, losses, damages and costs made against or incurred by The Phoenix Garden, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer; and

(iii) all claims, losses, damages and costs made against or incurred by The Phoenix Garden, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of The Phoenix Garden Board of Trustees and the employees, volunteers, agents and invitees against such liabilities.

(b) The Phoenix Garden shall take out adequate insurance to insure the liabilities described in sub-clause (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Phoenix Garden shall claim on its insurance for any liability of the Hirer but the Hirer shall indemnify and keep indemnified each member of The Phoenix Garden Board of Trustees and The Phoenix Garden employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where The Phoenix Garden does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to The Phoenix Garden authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable The Phoenix Garden to rehire the premises to another hirer.

The Principle is insured against any claims arising out of its own negligence.

### **13. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to any of their guests to The Phoenix Garden Authorised Representative (Premises Officer) or, failing that, to The Phoenix Garden Manager as soon as possible to ensure The Phoenix Garden accident book is completed. Any failure of equipment belonging to The Phoenix Garden or brought in by the Hirer must also be brought to the attention of the Premises Officer as soon as possible. Certain types of serious accident, illness or injury must be reported. The Premises Officer will record all the details necessary to make this report and these will be passed onto The Phoenix Garden Manager. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 ([RIDDOR 2013](#)).

### **14. Explosives and flammable substances**

The Hirer shall ensure that:

- No fireworks or any other pyrotechnics (with the exception of children's sparklers for outdoor use only) are brought onto the premises.
- Highly flammable substances are not brought onto, or used in any part of, the premises and that; and
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of The Phoenix Garden.
- Only tea lights enclosed within non-flammable holders are permitted inside the building. Candles or any other naked flames are strictly prohibited in the building as they can trigger the smoke alarms.

### **15. Heating**

The Phoenix Garden building has under-floor heating. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of The Phoenix Garden. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **16. Smoking**

Smoking is not permitted in any part of the building. Smoking is permitted in the garden area and we ask that you ensure your guests dispose of cigarette butts responsibly.

### **17. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer is fully responsible for ensuring appropriate and responsible alcohol consumption by all guests during the event. To avoid disturbing neighbours and to prevent any violent or criminal behaviour, the Hirer must take care to avoid excessive consumption of alcohol. Drunk and disorderly behaviour will not be tolerated on the premises or in its immediate vicinity.

Alcohol consumption is restricted to the areas you have hired. If your hire is for the building only, alcohol must only be consumed in the building. This condition must be adhered to without exception to ensure the safety, comfort and respect of both guests and the surrounding community.

Alcohol must not be served to anyone suspected of being intoxicated or to any individual under the age of 18. If any guest is suspected of being drunk, under the influence of drugs, or behaving in a violent or disorderly manner, they must be asked to leave the premises immediately. The possession, use or supply of illegal drugs on the premises is strictly prohibited.

### **18. Right to Terminate**

The Principal reserves the right to terminate the event immediately if guest behaviour poses a risk to safety, breaches licensing laws, or causes excessive disruption. No refunds will be provided in such cases.

## **19. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the management at The Phoenix Gardens. No animals whatsoever are to enter the kitchen at any time.

## **20. Supervision of children**

The Phoenix Garden does not accept responsibility for the supervision of any persons under the age of 18, this will be the sole responsibility of The Hirer. A parent or responsible adult is accountable for supervising a child when the child is no longer visible in the building or lawn area. Supervision remains the adult's responsibility when the child leaves or is no longer in sight within these areas.

The Hirer shall, during the period of the hiring, be responsible for:

- Supervision of the premises, the fabric and the contents;
- Their care, safety from damage, however slight, or change of any sort; and
- The behaviour of all persons using the premises whatever their capacity;
- Ensuring all children are supervised by a parent or responsible adult when they leave the building or lawn area.

If the Premises Officer observes that children are not being supervised as required, they may direct the Hirer to ensure the child or children remain in the building or lawn area for the duration of the event.

The Premises Officer or venue management have the authority to terminate the event immediately if the hirer fails to ensure proper supervision and safety of children, as this could pose a safety risk.

## **21. Compliance with Safeguarding and subsequent legislation**

The Hirer shall ensure that any regulated activities (for children and adults) comply with Safeguarding and other relevant legislation. The Hirer will also ensure that any appropriate Disclosure and Barring Service (DBS) Checks have been obtained if required. The Hirer shall provide The Phoenix Garden with a copy of their DBS Check and Safeguarding (Children and/or Adult) Policy on request.

## **22. Film shows**

Hirers should ensure that they have the appropriate copyright licences for film. Evidence of such licences held by the Hirer should be shared with the Phoenix Garden Manager no less than 7 days in advance of the event.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

## **23. Decorations**

The use of any type of balloon, either helium or latex is not permitted. The use of party poppers and confetti cannons is also not permitted. We would request that the Hirer considers the detrimental effects to the environment of single-use plastic decorations of any type.

The use of nails, drawing pins, screws, tacks or glue is not permitted as these can permanently damage the building. There are fixings along the top of the walls from which garlands and other hangings can be attached and the use of blue tack is permitted. The Phoenix Garden has a selection of bunting available that is free to use.

## **24. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall ensure that no amplified music is played outside in the Garden and that any unamplified music played outside, or in the confines of the building, is to an acceptable level of volume as agreed with the Premises Officer.

The Hirer shall, if using sound amplification equipment inside the building, make use of any noise limitation device provided at the premises and comply with any other condition considered necessary by the Premises Officer.

Due to the close proximity of our residential neighbours, we have a zero tolerance for loud music or any other excessive sound. If any music can be heard at the Garden gate, it is too loud. The Premises Officer has the final say and has the right to ask that the volume is turned down at any time.

The Premises Officer or venue management have the authority to terminate the event immediately if the hirer fails to comply with this request.

## **25. Catering and alcohol**

The Phoenix Garden does not provide catering. The Hirer is free to choose their own catering suppliers and is responsible for ensuring such caterers have adequate Public Liability Insurance. Use of the kitchen facilities is restricted to reheating food only, no food is to be prepared and cooked from scratch using the oven or hob.

The Phoenix Garden has an additional corkage charge of £5.00 for each person aged 18 years or over. Guest numbers for the corkage charge must be confirmed at the time the hire payment balance is due. It is the responsibility of the hirer to ensure no children under the age of 18 years consume alcohol. The Phoenix Garden has 6 Perspex ice buckets that are free to use.

## **26. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with current Food Safety Regulations. Hirers need to provide evidence of at least a Level 2 Food Hygiene certificate if they are preparing food and evidence of the certificate should be shared with the Phoenix Garden Manager no less than 7 days in advance of the event. All food is to be removed from the premises at the end of the hire period.

## **27. Barbecues and other outdoor cooking equipment**

The Hirer is not permitted to use a private barbecue at The Phoenix Garden. The Hirer is permitted to contract the services of a professional barbecue or outdoor catering company and is responsible for ensuring such caterers have adequate Public Liability Insurance. Evidence of insurance should be shared with the Phoenix Garden Manager no less than 7 days in advance of the event.

## **28. Cancellation**

All requests to cancel a confirmed booking must be made in writing.

- If the Hirer wishes to cancel the booking less than 14 working days before the date of hire, the full fee as set out in the confirmation of booking will be payable.
- If the Hirer wishes to cancel the booking 14 working days to one month before the date of hire, 50% of the full fee will be payable.

The Phoenix Garden reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

- The Phoenix Garden reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- The premises becoming unfit for the use intended by the Hirer;
- An emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but The Phoenix Garden shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **29. Changes to hours of hire**

The hours of hire shall be agreed at the time of booking. No amendments shall be made to these agreed hours after the deposit has been paid.

## **30. Set up and clear up time**

The Hirer is responsible for ensuring that time is included in their booking for setting up and cleaning.

## **31. End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced otherwise The Phoenix Garden shall be at liberty to make an additional charge. All guests must vacate the premises by 22:00 at the latest. Tidying away of rubbish and debris shall be done by no later than 23:00. The Premises Officer will assist with clearing away and tidying.

## **32. Stored equipment**

The Phoenix Garden accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Phoenix Garden may use its discretion in any of the following circumstances:

- Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended;
- Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in The Phoenix Garden disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## **33. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with The Phoenix Garden. Any unauthorised articles left on the premises will be disposed of by The Phoenix Garden as it thinks fit. The Hirer will make good to the satisfaction of The Phoenix Garden any damage caused by such installation and removal.

### **34. No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **35. Dangerous and unsuitable performances**

Performances of a sexually explicit nature or involving danger to the public shall not be given. This includes, but is not limited to:

- Stunts involving sharp objects, weapons, or projectiles;
- Acts that require audience participation in activities involving physical risk;
- Performances incorporating hazardous substances (e.g., chemicals, flammable liquids);
- Activities that may incite panic or disorder, such as loud explosions, simulated violence, or threatening behaviour.
- Material (physical or digital), action or speech which is not age appropriate, where the event audience includes under 18s;
- Material (physical or digital), action or speech which is gratuitously sexualised in nature;
- Material (physical or digital), action or speech which discriminates against any person or group with Protected Characteristics.

### **Acknowledgment and Agreement**

By signing this document, the Hirer acknowledges that they have read, understood, and agreed to abide by the Terms and Conditions of Premises Hire as outlined in this agreement. The Hirer accepts full responsibility for ensuring compliance with these terms, including the safe and proper use of the premises, adherence to all applicable regulations, and the conduct of all attendees during the hire period.

The Hirer further agrees to indemnify the Principal against any loss, damage, or liability arising from the Hirer's use of the premises, as specified in the Terms and Conditions.

### **Signed by the Hirer**

*Name:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

### **Signed on behalf of the Premises Owner**

*Name:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_