

TERMS AND CONDITIONS: ROOM BOOKINGS AND CINEMA SCREEN HIRE

This Agreement constituting the Room Hire Confirmation of Booking and these Terms and Conditions is made between the Hirer and the Venue.

The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1. The Venue – means Phoenix, 4 Midland Street, Leicester, LE1 1TG
- 1.2. The Hirer – means the person or organisation as set out on the Room Hire Enquiry Form and Confirmation of Booking.
- 1.3. The Room – means the Meeting Room 1/Meeting Room 2/ Learning Suite/ Co-Working Space/ Screen Room/ Screen 1/ Screen 2/ Screen 3/ Screen 4/ Terrace Room/ The Terrace/ The Nest at Phoenix, 4 Midland Street, Leicester, LE1 1TG as set out in the Room Hire Booking Form.
- 1.4. The Building – means Phoenix, 4 Midland Street, Leicester, LE1 1TG
- 1.5. The Amount Due – means the amount excluding VAT that the Hirer is required to pay to the Venue as set out on the Room Hire Enquiry Form and Confirmation of Booking.
- 1.6. The Period of Hire – means the period set out on the Room Hire Booking Form

2. The Hirer

- 2.1. The Hirer must be over the age of 18.

3. Maximum capacity

- 3.1. The Hirer will not exceed the maximum capacities for the Room.
- 3.2. The maximum capacities are as follows: Meeting Room 1 (30)/Meeting Room 2 (12) / Learning Space (40)/ Co-Working Space (12)/ Screen Room (30)/ Screen 1 (217+3 wheelchair spaces)/ Screen 2 (118+2 wheelchair spaces)/ Screen 3 (60 + 3 wheelchair spaces)/ Screen 4 (60 + 3 wheelchair spaces)/ Terrace Room (60)/ The Outdoor Terrace (80)/ The Nest (140)
- 3.3. The Venue will advise on comfortable capacities for different room layouts.
- 3.4. The Hirer is responsible for ensuring the Room and layout meets the requirements for their booking.

4. Use of Room

- 4.1. The Hirer is hiring the Room as outlined on the Room Hire Confirmation of Booking only, this does not extend to the use of any public areas of the Venue such as the Café Bar, Foyer or Terrace.
- 4.2. The Start Time is the earliest time the Hirer requires access to the Room, no access will be granted prior to this time. The Hirer must allow sufficient time for setting up, prior to attendees arriving.
- 4.3. The Finish Time is the latest time the Hirer requires access to the Room. The Hirer must allow sufficient time to clear belongings and exit the Room.
- 4.4. The Hirer shall not use the Room for any purpose other than that described on the Room Hire Confirmation of Booking and shall not sub-hire or use or allow the Room to be used for:
 - Any political rallies or demonstrations.
 - For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
 - For functions attended by people whose presence may cause civil unrest or division within the community.
 - To an organisation or individual which has been banned by law.

- Or to do anything or bring onto the Venue anything which may endanger the same or render invalid any insurance policies in respect thereof.
 - Anything that will directly compete with Phoenix's core business or does not uphold the organisational values.
- 4.5. The Venue reserves the right to exclude or eject from the Venue any person, and to cancel any booking where it considers:
- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
 - The users of the Room may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
 - The Hirer does not abide by the Health and Safety conditions (5. Health and Safety Compliance)
- 4.6. The Hirer shall not bring any external food or drink into the Venue, only food and drink purchased from the Venue can be consumed at the Venue.
5. Cancellations & refunds
- 5.1. For Room bookings in Meeting Room 1/Meeting Room 2/ Learning Suite/ Co-Working Space/ Screen Room/ Terrace Room/ The Terrace or The Nest:
- Cancellations made up to 7 days prior to the booking date will be fully refunded or transferred to another date, minus any direct costs incurred by the Venue.
 - Cancellations made within 3-7 days of the booking date can be transferred to another date within 1 month of the original booking date.
 - Cancellations made within 7 days of the booking date are not entitled to a refund.
- 5.2. For Room bookings in Screen 1/ Screen 2/ Screen 3 or Screen 4:
- Cancellations made up to 4 weeks prior to the booking date will be fully refunded or transferred to another date, minus any direct costs incurred by the Venue.
 - Cancellations made within 4 weeks of the booking date are not entitled to a refund or transfer to another date.
- 5.3. For food & drink purchases in any Room:
- Cancellations made up to 7 days prior to the booking date will be fully refunded or transferred to another date, minus any direct costs incurred by the Venue.
 - Cancellations made within 7 days of the booking date are not entitled to a refund.
6. Licences
- 6.1. The Hirer shall be responsible for obtaining any licences, rights and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.
- 6.2. Where the use of the Venue Premises Licence is permitted by the Venue, the Hirer shall ensure compliance with the conditions of the Premises Licence, a copy of the conditions can be requested.
- 6.3. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.
- 6.4. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event.
- 6.5. The Venue shall secure the Film Screening Rights for feature films being screened as part of a Room booking, the charge for this will be agreed with the Hirer in advance.

- 6.6. The Venue cannot guarantee availability of film rights for private screenings as distributors can withdraw the rights at any time.

7. Content

- 7.1. The Venue takes no responsibility for the quality of any digital content the Hirer provides or brings for the Room booking.
- 7.2. All content the Hirer plans to screen within Screen 1/ Screen 2/ Screen 3/ Screen 4/ Terrace Room must be sent to the Venue at least 5 days in advance for quality and compatibility test.
- 7.3. The Venue may request alterations to the content as a result of the test.
- 7.4. The Venue may request a full technical test and briefing.

8. Health and Safety Compliance

- 8.1. The Hirer shall comply with all requests of the Venue's Duty Manager and must supply any documents requested promptly.
- 8.2. The Hirer must report to reception on arrival and at departure.
- 8.3. The Hirer shall be responsible for the health and safety aspects of the use of the Room during the Period of Hire.
- 8.4. The Hirer shall ensure they are familiar with the:
 - fire alarm points
 - fire evacuation procedures, routes, refuge point and assembly point
 - location of first aid kit
 - how to report an accident or incident
- 8.5. The Hirer shall:
 - ensure clear and unobstructed access and egress is maintained to all emergency exits in the Room
 - ensure fire doors in the Room are not be propped or left open at any time
 - familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point

9. Electrical Appliance Safety

- 9.1. The Hirer shall ensure that any electrical appliances intended to be used by the by the Hirer at the Room shall be PAT tested, and details submitted to the Venue 3 days prior to the booking.

10. Security

- 10.1. The Hirer may be provided a fob or key for access to, and security of, some of the Rooms.
- 10.2. The Hirer must not allow anyone to 'tailgate' through access doors and must ensure that all access doors are secured behind them.
- 10.3. The Hirer is responsible for returning any key or fob provided, failure to do so will result in an additional charge of £50 per item.

11. Food and Drink

- 11.1. The Hirer can only consume food and drink supplied by the Venue in the Room or at the Venue.
- 11.2. All food and drink must be ordered and paid for at least 5 days prior to the booking date.
- 11.3. It is the Hirer's responsibility to inform the Venue of any attendee allergies during the booking of food and drink. The Venue does not operate a nut free kitchen.
- 11.4. The minimum food and drink quantity purchased must align with the minimum expected quantity of attendees.

12. General regulations

- 12.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.
 - 12.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.
 - 12.3. Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping in the Room.
13. Nuisance
- 13.1. The Hirer must not do or allow anyone attending their hiring to do anything in the Room which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring Rooms.
 - 13.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Room and the Venue.
14. Children
- 14.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.
 - 14.2. Children's groups and parties must be supervised by an adult at all times.
15. Charges, Confirmation and Cancellation
- 15.1. The booking will be confirmed on acceptance of the booking by the Venue and payment by the Hirer.
 - 15.2. The Venue reserves the right to refuse any booking for any reason.
 - 15.3. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.
16. End of Hire
- 16.1. The Hirer shall ensure that the Rooms are vacated at the end of the Period of Hire.
 - 16.2. The Hirer shall ensure the Room and surrounding area are left in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Room at the end of the Period of Hire.
 - 16.3. Additional charges may apply where the Hirer fails to comply with clause 16.1 and 16.2.
17. Data Protection
- 17.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Venue and its partners.
18. Care of Room and Equipment
- 18.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Room or any equipment or fittings during the Period of Hire.
 - 18.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Room or any equipment or fittings during the Period of Hire.
19. Loss or damage
- 19.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

- 19.2. The Venue shall not be liable for any loss or damage to the Hirer's equipment or belongings.
- 19.3. The Hirer shall ensure that no equipment, goods or other materials are left at the Venue overnight.

20. Advertising

- 20.1. No advertising shall be displayed at the Building without the written permission of the Venue.
- 20.2. Any artwork or other advertising for the event must be approved by the Venue in advance.
- 20.3. The following wording must be included in all advertising for the event:
 - This event is being held at Phoenix Cinema and Art Centre, Leicester – space has been hired at the venue for this event. This event is not part of Phoenix's own cultural programme.
- 20.4. A charge of £100 shall apply where the Hirer fails to comply with clauses 20.1, 20.2, 20.3.

21. General Terms

- 21.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.
- 21.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.
- 21.3. The Hirer shall engage with the Venue's Safety representative when requested.
- 21.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 21.5. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 21.6. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement