

Private Hire T&Cs

These are the terms and conditions which apply when you wish to hire a TALL Restaurant and Lounge (including private hire) for events and other functions i.e., birthday, baby-shower, anniversary, hen-party, stag-party, etc.

Reference to "TALL Restaurant and Lounge" is to Phortizo Hospitality Ltd (registered in England and Wales with company number 13335006) whose registered office is at 57-59 Camberwell Road, London SE5 0EZ.

These terms may change from time to time so please review them each time you wish to host a private event at TALL Restaurant and Lounge. The terms and conditions applying shall be those in place on the date that you make your request to book.

The contract between us is set out on the completed booking form (as may be amended from time to time by agreement in writing (which may be by way of email) and in these terms and conditions. Any special terms agreed against these standard terms and conditions shall be detailed on the Function Booking Request. In the event of any conflict between any special terms, these terms and conditions and the booking form, they shall prevail in that order unless otherwise stated in these terms.

You should read these terms carefully before you sign the Function Booking Request. Your signature on the Function Booking Request is your acceptance of these terms and conditions and your agreement to strictly comply with them.

1. Booking

- 1.1. Please check that the details of your Function Booking Request are complete and accurate before you sign and return. TALL Restaurant and Lounge will not be liable for any delay or non-performance if you provide us with incorrect information.
- 1.2. You are required to sign and return the Function Booking Request and make payment of the required deposit, each by the date specified on the Function Booking Request, otherwise we may release the Event Date(s) to others. We will not accept any changes to the Function Booking Request unless we have specifically agreed in writing.
- 1.3. TALL Restaurant and Lounge reserves the right to refuse any Function Booking Request at its discretion without reason.
- 1.4. You must not resell or transfer your Booking (or any part of it). TALL Restaurant and Lounge will not honour any Bookings in such instances and do not accept any liability for doing so.
- 1.5. Although TALL Restaurant and Lounge will try to accommodate special requests for the initial Booking or any amendments to Bookings, the Venue, Goods and Services are subject to availability and at TALL Restaurant and Lounge's absolute discretion and special requests may be subject to special terms
- 1.6. It is acknowledged that details as to the Booking may be amended from time to time in the run-up and during the Event as agreed by you and TALL Restaurant and Lounge. In the run-up to the Event the Running Estimate shall be updated to reflect any agreed amendments to the Booking and we will treat the amendment as confirmed by you unless you reject the updated Running Estimate within the time period specified at the time of provision of the updated Running Estimate. During the Event you acknowledge that it will not be possible for the Running Estimate to be updated and confirmed and TALL Restaurant and Lounge's decision shall be final as to any amendment to the Booking made on the day of the Event.
- 1.7. Where TALL Restaurant and Lounge is able to provide goods and services through its available services and products then you may not use third party providers for such items unless TALL Restaurant and Lounge grants written consent otherwise. TALL Restaurant and Lounge may charge a surcharge in such circumstances.
- 1.8. In the event that TALL Restaurant and Lounge arranges for Goods and Services from third parties on your behalf, note that the terms and conditions of such third party shall apply (including, but not limited to, any cancellation terms and conditions).
- 1.9. For information as to suitability of the Venue for those with disabilities please view our Accessibility Statement.

2. Charges

- 2.1. Charges for the hire of the Venue and the provision of other Goods and Services (including but not limited to catering and floristry) shall, unless otherwise stated on the Function Booking Request or Running Estimate, include VAT (at the rate in force at the date of the Function Booking Request) and shall be in accordance with a scale of charges provided by TALL Restaurant and Lounge from time to time. Note, when making a Booking where the Event Date(s) is/are in a different year to the year of the Booking, the Charges may be different to those advertised to take into account anticipated costs increases.
- 2.2. When you make a Function Booking Request you will be given a total price for the Venue for the Event Date(s) you have requested and any other Goods and Services you have requested. TALL Restaurant and Lounge reserves the right to change the Charges from time to time, acting reasonably, and upon written notice to you.
- 2.3. At the time of Booking, you will be required to pay a non-refundable deposit to the amount as set out on the Function Booking Request. This will be credited towards the total Charges payable. If you fail to pay the deposit and return the signed Function Booking Request by the date specified on the Function Booking Request, the Booking shall be deemed cancelled and cancellation charges (as determined by Clause 5) may apply.

- 2.4. In the planning of the Event, the final Charges payable may differ to those set out on the Function Booking Request as the Running Estimate is amended (as per Clause 1.6). The running Charges shall be updated on the Running Estimate.
- 2.5. If at any time, in TALL Restaurant and Lounge's reasonable opinion, the Running Estimate becomes significantly greater than the original provisional Charges as set out on the Function Booking Request or certain Goods or Services are requested then TALL Restaurant and Lounge may ask for a further non-refundable deposit whereupon your failure to make such further deposit payment shall entitle TALL Restaurant and Lounge to cease to make any further additions or amendments to the Booking.
- 2.6. The balance of the Charges set out in the then latest Running Estimate shall be payable by the date set out on the Function Booking Request.
- 2.7. Where there are any last-minute changes to the Event caused by you which results in additional costs to TALL Restaurant and Lounge, these will be passed on to you for payment.
- 2.8. In the event that any changes to the Booking are made after payment pursuant to Condition 2.6, TALL Restaurant and Lounge may at its discretion require payment for any such changes in advance. Otherwise, any additional costs shall be invoiced in full following the Event and payable within the time period specified on the invoice.
- 2.9. If you fail to pay any sum on the due date before the Event, we shall be entitled to treat the agreement as having been cancelled by you on the date that the payment is due. The provisions of clause 6 of these terms shall then have affect.
- 2.10. Without limiting any of our other rights or remedies, if you do not pay any sum due to us on the due date, you shall be required to pay additional interest both before and after any judgement from the due date until the date on which the sum is paid (inclusive) at the rate of 2% base lending rate from time to time.

3. Number of guests

- 3.1. Each Venue has a maximum number of permitted Guests as detailed in the events brochure or on the Function Booking Request. The number of persons attending the Venue shall not exceed such number of Guests (subject always to the remaining terms).
- 3.2. For large numbers of Guests, additional costs may be incurred (including but not limited to additional staffing cots).

4. Catering and other goods and services which are provided on a per guest basis

- 4.1. Menus are required to be finalised a minimum of one (1) month prior to the date of the Event (unless a Booking is made for Event Date(s) falling within this time period in which case the menus shall be finalised at the time set out in the Function Booking Request).
- 4.2. You are required to confirm (in writing) the number of Guests attending the Event on the date indicated on the Function Booking Request ("Guest Confirmation Date").
- 4.3. If numbers are not confirmed by the Guest Confirmation Date, TALL Restaurant and Lounge shall take the provisional numbers as printed on the Function Booking Request or latest Running Estimate and reserves the right to charge for such provisional numbers.
- 4.4. Where the number of guests confirmed to us by the Guest Confirmation Date is at least 95% of the minimum number stated on the Function Booking Request, the Charges will be adjusted proportionately (up or down).
- 4.5. For the purposes of the Charges, it is not possible to reduce the number of Guests after the Guest Confirmation Date. Additionally, the number of Guests cannot be increased after the Guest Confirmation Date without TALL Restaurant and Lounge's confirmation in writing.
- 4.6. TALL Restaurant and Lounge shall endeavour to accommodate your request for an increased number of Guests beyond the provisional number on the Function Booking Request or following the Guest Confirmation Date but cannot guarantee that this will be possible. Upon such a request, we will confirm maximum numbers of Guests that we are able to accommodate before the Event and revise the Running Estimate accordingly. It is not always possible to cater for an unexpected increase in the number of Guests attending at short notice.
- 4.7. Where the number of Guests confirmed is less than 95% of the minimum number stated on the Function Booking Request, this shall be treated as a partial cancellation and the cancellation charges referred to in Clause 5 shall apply with regard to the reduction in numbers.
- 4.8. TALL Restaurant and Lounge catering services must be used for all food consumed at the Venue and you may not use third party caterers for food (including any beverage).
- 4.9. A 12.5% service charge is payable on all catering (food and beverage) which will be added as part of the final Charges.

5. Cancellation & Charges

- 5.1. In the event that you cancel a Booking (or any part), any deposit paid is non-refundable. TALL Restaurant and Lounge reserves the right to impose additional cancellation charges as liquidated damages and not a penalty. Accordingly if you cancel a Booking (in full or in part) the following cancellation charges shall be payable upon demand (unless otherwise stated on the Function Request Form or Running Estimate) based on the pricing in effect on the Running Estimate at the time notification of cancellation is received:
 - 5.1.1. 120 – 91 days prior to the Event – 25% of the anticipated revenue
 - 5.1.2. 90 – 31 days prior to the Event – 60% of the anticipated revenue

- 5.1.3. 30 – 15 days prior to the Event – 85% of the anticipated revenue
- 5.1.4. 14 – 0 days prior to the Event – 100% of the anticipated revenue
- 5.2. Cancellation charges for third party Goods or Services arranged by TALL Restaurant and Lounge on your behalf may be different and you shall be liable according to the terms and conditions of such third party.
- 5.3. Cancellations or alterations should be communicated to the TALL Restaurant and Lounge events team. We will do our best to accommodate your requirements subject to the cancellation charges above.
- 5.4. Cancellation fees shall be invoiced and payable by the date specified on the invoice.
- 5.5. TALL Restaurant and Lounge does not operate or offer an insurance policy for cancellations. You may wish to take out your own insurance for such purposes.
- 5.6. Should TALL Restaurant and Lounge receive another booking for the Event Date(s) after cancellation by you, all or a portion of the deposit and cancellation fee may be refunded to you at the absolute discretion of TALL Restaurant and Lounge, subject to TALL Restaurant and Lounge deducting the reasonable costs and expenses incurred by TALL Restaurant and Lounge in re-booking the Venue, including but not limited to administrative costs and wasted management time.

6. Use of the venue

- 6.1. The Venue shall be used only for the Event detailed on the Function Booking Request. You must satisfy yourself that the Venue is suitable for the purpose of the Event.
- 6.2. You shall inform TALL Restaurant and Lounge of any change in the type of function after the Booking has been confirmed and acknowledge that TALL Restaurant and Lounge can refuse consent to such a change.
- 6.3. You agree that the decision of TALL Restaurant and Lounge will be final in all matters relating to the use of the Venue.
- 6.4. You shall use and shall only be permitted to use the Venue on the Event Date(s) and during the times specified on the Function Booking Request. If you require access to the Venue prior to the Event for any preliminary preparation, that time must be included in the Booking as the Venue will only be made available for the times stated in the Booking.
- 6.5. You shall ensure that your use of the Venue is conducted in an orderly fashion without causing a nuisance and in full compliance with any directions of TALL Restaurant and Lounge as you may be informed by TALL Restaurant and Lounge team.
- 6.6. Smoking (including e-cigarettes) is not permitted anywhere within the Venue.
- 6.7. You are required to take all reasonable precautions to ensure that no damage occurs to the Venue, its finishes, fittings, furniture, equipment, contents or any other property at TALL Restaurant and Lounge. In the event of damage or the Venue requiring extra cleaning beyond that reasonably expected, TALL Restaurant and Lounge may at its own option have such damage repaired or damaged items replaced or repaired or obtain extra cleaning services and charge you for the cost.
- 6.8. You may not display corporate branding at the Venue without express prior agreement
- 6.9. Any accidents occurring during set up, during the Event and during pack up must be reported to a TALL Restaurant and Lounge staff member and an accident report sheet filled in.
- 6.10. You must ensure that no Guest trespasses on parts of the premises not hired.
- 6.11. You shall ensure that free and uninhibited access is allowed for any other users of the Venue or premises that coincide with your use.
- 6.12. TALL Restaurant and Lounge reserves the right, without liability, to exclude or eject, as it thinks fit and reasonable, any persons from the premises whom it shall consider objectionable (including any engaged by you to perform duties at the event).
- 6.13. TALL Restaurant and Lounge does hold a premises licence with regard to the sale of alcohol by its personnel and for other qualifying activities. You are responsible for obtaining all other licenses and other permissions whatsoever required for any activity taking place in the Venue.
- 6.14. Where you are contracting any third party to provide goods or services at the Venue then prior approval of TALL Restaurant and Lounge is required which may be subject to conditions. In particular, TALL Restaurant and Lounge will want to ensure that such goods, services and suppliers are in line with TALL Restaurant and Lounge, ethos and values.
- 6.15. You must be able to demonstrate that you or those contracted by you have adequate Public Liability Insurance to cover any claims arising directly from the activities or the use of any of equipment brought into the Venue.
- 6.16. You shall not and shall procure that none of your Guests shall do anything which would invalidate the insurance or licences maintained by TALL Restaurant and Lounge in relation to the Venue, for example, but not limited to purchasing alcohol for those under the age of 18.
- 6.17. Dogs are not allowed. No animals are otherwise allowed in the Venue except for assistance dogs.
- 6.18. No structure, sign or notice or the like shall be erected or displayed in or outside the Venue without the approval of TALL Restaurant and Lounge.
- 6.19. No petrol, oil, gas or other substance of an inflammable or explosive nature shall be allowed within the Venue or immediately next to it nor any fireworks without prior approval of TALL Restaurant and Lounge.

- 6.20. You shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the Venue or wider premises by means of nails, screws, drawing pins or any other means unless agreed in writing by TALL Restaurant and Lounge prior to the Event.
- 6.21. TALL Restaurant and Lounge and any person authorised by it shall have the right of free and unimpeded entry at all times and for all purposes to and from the Venue.
- 6.22. You, your Guests and any third party suppliers (and their equipment) shall vacate the Venue at the end of the Event Date(s). Any costs incurred by TALL Restaurant and Lounge due to any overstay may be chargeable to you. Your small venue dressing items can remain at the Venue but will need to be collected of the day following the Event.

7. Your property & equipment

- 7.1. TALL Restaurant and Lounge cannot accept responsibility for any of your Guests or suppliers property and shall not be liable for any loss or damage to property brought to the Venue or left behind.
- 7.2. Any electrical equipment brought into the Venue, must be approved for use by TALL Restaurant and Lounge and must have been tested for safety and be labelled with the date of the last test. No additional lights or electrical extensions shall be used without the previous consent of TALL Restaurant and Lounge.
- 7.3. All equipment, fittings, etc, erected or brought into the Venue by you or third parties shall be removed immediately upon completion of the hiring unless prior agreement is made with TALL Restaurant and Lounge. In the event of you failing to clear the Venue to the satisfaction of TALL Restaurant and Lounge this shall be done by TALL Restaurant and Lounge at your sole expense and we may dispose of such items without liability.

8. Termination by TALL

- 8.1. TALL Restaurant and Lounge may at any time cancel the Booking or refuse you and your Guests the right to use the Venue during the Event Date(s) by giving you written notice (including email) in the event of you or any Guest failing to perform any of the obligations contained within these terms and conditions or if TALL Restaurant and Lounge shall consider that the Event is or is likely to be offensive, immoral or contrary to any law or regulation or is likely to be prejudicial to TALL Restaurant and Lounge's rights as owners of the Venue or to TALL Restaurant and Lounge's own use or occupation of the Venue.
- 8.2. In the event that TALL Restaurant and Lounge cancels the Booking or refuses the right to use pursuant to Condition 8.1 above, TALL Restaurant and Lounge shall be under no obligation or liability whatsoever to you or any Guest, and neither you nor any Guest shall make any claim whatsoever against TALL Restaurant and Lounge in relation to the Booking.
- 8.3. TALL Restaurant and Lounge reserves the right to close the Venue and to cancel or interrupt any Booking without notice and without any liability legal or otherwise to you or any person affected by such a cancellation (such as any Guest) in the event of war, riot, state of emergency, act of God, fire, flood, civil commotion or where any member of the public is at risk or thought to be at risk, strike (whether official or not), accident, failure of electricity or gas or any other service to the Venue or any delay in necessary and essential repairs of the Venue, however caused, or for any other reason whatsoever outside the control of TALL Restaurant and Lounge whereby TALL Restaurant and Lounge is unable to perform its obligations.
- 8.4. In the event that TALL Restaurant and Lounge cancels or interrupts a Booking pursuant to clause 8.3, TALL Restaurant and Lounge shall let you know as soon as possible and TALL Restaurant and Lounge shall refund in full amount paid by you to TALL Restaurant and Lounge. This shall be the full liability of TALL Restaurant and Lounge in this circumstance. In no event shall TALL Restaurant and Lounge be liable for consequential damages of any nature for any reason whatsoever, including transport costs.
- 8.5. For any other circumstance of termination by us, TALL Restaurant and Lounge shall refund you such sums as you have paid to TALL Restaurant and Lounge for the Booking as our full liability and in no event shall TALL Restaurant and Lounge be liable for consequential damages of any nature for any reason whatsoever, including but not limited to, transport costs.

9. Data Protection

- 9.1. TALL Restaurant and Lounge process information about you that you provide when making a Booking in accordance with our privacy policy and cookie policy. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

10. Governing Law

- 10.1. Please note that these Terms are governed by English law. This means a Contract for a Booking and any dispute or claim arising out of or in connection with it will be governed by English law. You can bring legal proceedings in respect of the Booking in the English courts.

11. General

- 11.1. These terms and conditions shall be binding upon you and all Guests subject to any overriding provisions expressly agreed with TALL Restaurant and Lounge team in writing.

TALL Restaurant and Lounge Dress Code

Dress code is elegant smart casual. Please kindly refrain from wearing sportswear, shorts, flip flops, baseball caps or ripped jeans.