

## STUDIO HIRE TERMS AND CONDITIONS

### 1. FEES AND PAYMENT

- 1.1 Time for payment.** Impact Dance will invoice the Hirer for the Hire Fee and the Hirer (or the Hirer's nominated representative) will pay the Hire Fee to Impact Dance by no later than 2 weeks prior to the start of the Hire Period.
- 1.2 Last minute bookings.** For booking made within 2 weeks of the start of the Hire Period, the Hire Fee is due immediately on receipt of the invoice from Impact Dance. The Hirer acknowledges that no reservation will be made prior to the signing of an Agreement and payment of the Hire Fee.
- 1.3 Payments.** Regular evening classes will be paid in monthly instalments. All payments will be made in Pounds Sterling and, unless agreed otherwise by the parties in writing, to the bank account notified to the Hirer by Impact Dance on the invoice. Without prejudice to any other right or remedy that it may have, if the Hirer fails to pay Impact Dance any amount due under their Agreement on the due date:
- (a) Impact Dance may exercise its' statutory right to claim interest and compensation for debt recovery costs pursuant to the Late Payment of Commercial Debts Act (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002; and
  - (b) Impact Dance may terminate the Agreement.

### 2. AMENITIES AND EQUIPMENT

- 2.1 Common Areas.** The Hirer's use of the Hired Premises includes, subject to availability, a right of access to the communal toilets on the fourth floor of the building and to the common areas within the building. The common areas are defined as hallways, corridors, stairways, waiting areas and the chill room only.
- 2.2 WIFI, piano and sound systems.** The Hirer will have access to Impact Dance's wireless network, piano and sound systems. It is the responsibility of the Hirer to ascertain the condition and suitability of the piano(s) at the time of booking. The Hirer hereby agrees not to move any of the equipment in the Hired Premises from their current position and agrees to keep sound to a reasonable level to respect others using the building.
- 2.3 Additional requirements.** The use of any additional rooms, staffing or resources required by the Hirer must be agreed by the parties in writing and will incur additional charges.

### 3. HIRER'S OBLIGATIONS

- 3.1 Hirer disclosures.** The Hirer shall comply with [Impact Dance's Safeguarding Policy and Procedures](#) for safeguarding children and shall ensure that anyone who will be working at the Hired Premises with participants below the age of 18 or vulnerable adults, in any capacity (including but not limited to teachers, instructors, accompanists, chaperones etc) holds an appropriate Enhance Disclosure from the Disclosure and Barring Service which has been issued within the period of three years immediately preceding the Hire Period. This requirement applies whether parents, guardian and/or carers are present or not.
- 3.2 Risk assessment.** The Hirer shall conduct an appropriate and up to date risk assessment for any and all activity occurring at the Hired Premises. The Hirer shall provide a written copy of

this assessment to Impact Dance no later than seven (7) days prior to the start of the Hire Period. Impact Dance reserves the right to terminate this Agreement if the risk assessment is not provided or is deemed inadequate. The Hirer shall have no claims against Impact Dance for any costs, expenses, loss or damage it may sustain or incur in consequence of such termination.

**3.3 Health & Safety.** The Hirer shall comply and shall procure that its staff, agents, sub-contractors, guests and any audience or visitors comply, in all respects, with the Health & Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, including UK Government guidelines for managing the risk of COVID-19 and [Impact Dance's COVID Policy and Procedures](#), including without limitation:

- (a) ensuring all doors giving access from the Hired Premises are kept unfastened and unobstructed and immediately available for exit while the Hired Premises are in use and ensuring no obstruction is placed or allowed to remain in any corridor giving access to the Hired Premises; and
- (b) keeping a copy of the names of all attendees.

**3.4 Hirer Equipment.** The Hirer shall ensure that all its staff, agents and sub-contractors are properly trained in the use of any equipment that may be used in the Hired Premises and that all materials and equipment brought into the Hired Premises are flame proof, Portable Applicant Testing (P.A.T) tested and of a first-class standard.

**3.5 Maximum capacity.** The Hirer shall not permit more than the maximum capacity of the Hired Premises (as advised to it by Impact Dance) at any time.

**3.6 Treatment of Hired Premises.** The Hirer shall:

- (a) ensure that all its staff, agents, sub-contractors, and attendees do not wear outdoor shoes in the studio;
- (b) ensure that all its staff, agents, subcontractors, and attendees do not bring food or drink into the studio. Only water is permitted;
- (c) not move furniture from other rooms into the studio without prior consent;
- (d) use its best efforts to maintain the Hired Premises in a clean, tidy and safe condition and shall leave the Hired Premises in the condition it was in at the commencement of the Hire Period;
- (e) inform Impact Dance immediately on the Hirer becoming aware of any breakages or damage to the Hired Premises or its fittings or fixtures and pay for any damage or loss suffered by Impact Dance that is caused by the negligence of the Hirer, its staff, agents, sub-contractors or guests;
- (f) not attach in any way to walls, doors, glass, floors, furniture or fittings in or around the Hired Premises any nails, screws, adhesive tape, Blu Tack, signs or other items without the prior written consent of Impact Dance;
- (g) not interfere with or alter any of the electrical installations, lighting, sound systems or other technical equipment in the Hired Premises;
- (h) not tampering with or removing (except in case of fire) any fire prevention, detection and fighting machinery and equipment and fire alarms in the Hired Premises; and
- (i) not to do or permit to be done in the Hired Premises or the building any act or thing which may be or become a nuisance, damage, annoyance or disturbance to Impact Dance or the owners or occupiers of the building.

**3.7 Insurance.** The Hirer shall ensure that it has insurance with a reputable insurer in place and

maintained for the duration of the Hire Period in respect of its liabilities under these terms and conditions.

- 3.8 Alcohol and smoking.** The Hirer shall not serve alcoholic beverages unless the Hirer has the appropriate and current licence. Guests under the age of 18 must not be served alcohol. Smoking is not permitted inside the building.
- 3.9 Disabled access.** There is wheelchair access at the main entrance to the building and there is a lift to the fourth floor, where the Hired Premises are located. The Hirer is responsible for informing disabled guests there is no parking.
- 3.10 Right of Entry.** Impact Dance reserves the right to enter any part of the Hired Premises at any time during the Hire Period and the Hirer shall allow Impact Dance and its employees, agents and licensees all reasonable access to the Hired Premises on request.
- 3.11 Publicity and promotion.** The Hirer, its guests and delegates are permitted to film and take still photographs in the Hired Premises. However, where photographs or footage showing is to be used for publicity or promotion of any form, the Hirer shall acknowledge Impact Dance on all such material, including posters, programmes and catalogues.
- 3.12 Compliance with laws.** The Hirer shall comply with all legislation relating to the use of the Hired Premises and any duty to obtain any licence, permission, consent or approval from any person or authority required for such use.

#### 4. IMPACT DANCE'S OBLIGATIONS

- 4.1 Insurance.** Impact Dance shall maintain public liability insurance in respect of the Hired Premises.
- 4.2 Cleaning.** Impact Dance shall ensure that the Hired Premises are in a clean condition at the beginning of the Hire Period in line with UK Government guidelines for managing the risk of COVID-19 and being a COVID-19 Secure workplace.
- 4.3 Building access.** Impact Dance will ensure that the Hirer has access to the Hired Premises during the Hire Period.

#### 5. CANCELLATION AND TERMINATION

- 5.1** The Hirer may cancel an Agreement at any time up to 30 days prior to the start of the Hire Period. To do so the Hirer shall send a written cancellation notice to Impact Dance. Deposits are non-refundable.
- 5.2** The Hirer acknowledges and agrees that Impact Dance will not make the Hired Premises available for booking by any other parties during the Hire Period and, in the event that the Hirer cancels the booking at short notice or fails to use the Hired Premises for any reason, Impact Dance will suffer losses. If the Hirer cancels an Agreement less than 30 days prior to the start of the Hire Period, the following cancellation charges will become immediately payable by the Hirer:
- (a) 25% of the Hire Fee when 14 or more days' notice is given;
  - (b) 50% of the Hire Fee when between 3 and 13-days' notice is given; and
  - (c) 100% of the Hire Fee when less than 3 days' notice is given.

5.3 Impact Dance reserves the right to cancel bookings at any time if an urgent or unexpected need arises. As much notice as possible will be given and Impact Dance will attempt to rearrange such bookings with the Hirer where possible. Any Hire Fees paid to Impact Dance in respect of a booking that has been cancelled by Impact Dance will be returned to the Hirer and the Hirer shall have no claims against Impact Dance for any costs, expenses, loss or damage it may sustain or incur in consequence of such cancellation.

## 6. TERMINATION

6.1 Hiring Agreements will terminate at the end of the Hire Period unless terminated earlier in accordance with this clause.

6.2 Without affecting any other right or remedy available to it, Impact Dance may terminate an Agreement with immediate effect if the Hirer, its staff, agents, sub-contractors, guests or any person using the Hired Premises in connection with an Agreement breaches or fails to observe or perform any of the terms of the Agreement (including without limitation clause 2 (Fees and Payment)) or if the Hirer fails to secure their observance or performance.

6.3 Upon such termination the Hirer shall immediately vacate the Hired Premises and the building and ensure that its staff, agents, sub-contractors and guests leave the building immediately. Impact Dance shall be entitled to retain all sums paid under the Agreement and the Hirer shall be liable to pay forthwith any costs incurred by Impact Dance in connection with the Hirer's use of the Hired Premises. The Hirer shall have no claims against Impact Dance for any costs, expenses, loss or damage it may sustain or incur in consequence of such cancellation.

6.4 Termination of an Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

## 7. LIMITATION OF LIABILITY

7.1 Impact Dance is not liable to the Hirer in contract, tort (including without limitation negligence or breach of any statutory duty) misrepresentation or otherwise for any of the following losses or damages, whether direct or indirect, and even if such losses and/or damages were foreseen, foreseeable or known, or Impact Dance was advised of the possibility in advance: a) loss of business opportunity; b) loss of anticipated savings; c) loss of goodwill; or d) any indirect, special, consequential loss or damage howsoever caused.

7.2 The entire liability of Impact Dance under or in connection with an Agreement whether for negligence, breach of contract, misrepresentation or otherwise is limited in respect of each event or series of connected events to the Hire Fee.

7.3 Nothing in an Agreement shall operate to exclude or restrict either party's liability for: a) death or personal injury arising from negligence; or b) fraudulent misrepresentation.

7.4 The Hirer shall indemnify and keep Impact Dance indemnified against all claims, demands, costs (including without limitation professional fees), expenses, loss or damage arising out of the acts or omissions of the Hirer, its staff, agents, guests or participants save to the extent that any such claim arises as a result of the negligence of Impact Dance, its employees or agents.

- 7.5 If the expression 'the Hirer' includes more than one person those persons shall be joint and severally liable.