

These **Terms and Conditions for Studio Hire**, together with the **Booking Form**, **Studio Hire Rules & Regulations** and where relevant, further documents annexed to these terms, comprise the **Studio Hire Agreement** between the **Hirer** and **Vincent Dance Theatre (VDT)**.

Definitions

VDT: Abbreviation of Vincent Dance Theatre; the trading name of Vincent Dance Theatre Ltd.

Hirer: The Person, Group or Organisation specified on the *Booking Form*.

Premises: Refers to VDT Office & Studio Space in New England House and all facilities within.

Studio: Refers to the VDT Dance Studio Space at New England House.

1. Obligations of the Hirer

- 1.1: The **Hirer** and all persons attending the **Premises** shall read and comply with all of the **Terms & Conditions of Hire** and the **Booking Form** in addition to any further relevant documents annexed to these terms constituting the **Studio Hire Agreement**.
- 1.2: The **Hirer** shall be responsible for the supervision, safety and security of the **Premises** and its contents during the period of use. They shall not (and shall ensure that its users do not) do anything to endanger the **Premises** or any of its users or invalidate any policies relating to them.
- 1.3: The **Hirer** must provide **VDT** with full and accurate details about its intended use of the **Premises** at the time of booking and, in the case of ongoing bookings, update **VDT** of any material changes as they occur. This includes but is not limited to any information about its activities and/ or users which might reasonably affect our acceptance or scheduling of bookings, security, health and safety and safeguarding.
- 1.4: The **Hirer** shall indemnify **VDT** fully for the cost of repair for any damage to the **Premises** and/ or its contents, and for the liability to third parties or otherwise, as a result of the **Hirer's** use of the **Premises**.

- 1.5: The **Hirer** is required to have adequate public liability insurance in place prior to commencement of the booking in order to protect against any potential damage or for any claims which may be brought against in connection with its activities and use of the **Premises**. Proof of this insurance may be requested prior to the commencement of the booking.
- 1.6: The **Hirer** shall not use the **Premises** for any unlawful purpose nor do anything to bring **VDT** into disrepute and shall comply with all legal requirements relating to the activities for which it uses the **Studio** or any part of the **Premises**. This includes, but is not limited to, any requirements for temporary events notices or other licensing requirements.
- 1.7: The **Hirer** shall and ensure its users comply with, all relevant legislation, professional standards of ethics and behaviour for the activities for which it uses the **Premises**. This includes but is not limited to legislation relating to Equal Opportunities, Safeguarding, Health & Safety and Fire Safety and Fire Evacuation Procedure.
- 1.8: The **Hirer** shall be responsible for the proper behaviour of all persons using the **Premises** in connection with the booking. This includes but is not limited to, showing consideration for and cooperation with **VDT** Staff, other users of the **Premises** and our neighbouring residents, ensuring the use of the **Premises** does not create excessive noise or other nuisance.
- 1.9: The **Hirer** is also expected to be vigilant when it comes to the security of the **Premises** during the hire period. In particular the **Hirer** is requested that they do not grant unauthorised access to anyone outside of the **Studio Hire Agreement**.

2. Period of Hire

- 2.1: All bookings are restricted to **VDT** opening hours, unless arranged prior to commencement of the booking and will incur additional costs at the applicable hourly rate specified within these **Terms & Conditions**. Part of an hour shall be charged as a full hour.
- VDT** opening hours are: Monday to Friday: 09:00 to 18:00.
- 2.2: The period of hire shall start and finish as specified upon confirmation of the booking. The **Hirer** must ensure adequate time for setting up, warm up / down and clearing away is included within the agreed period of hire.
- 2.3: The **Hirer** shall ensure that the **Premises** are vacated by all users connected with its activities by the specified finish time and the **Hirer** will not leave the building until this has been achieved.

3. Deposit, Charges & Payment

3.1: All hire charges are Plus VAT. Standard hire charges are outlined on the **VDT** website: www.vincentdt.com

3.2: Payment of a deposit is required to secure a booking as follows:

Single Booking: The full hire charge is payable at confirmation of the booking.

Regular Use Booking: 25% of the total hire charge for the series of bookings is required at the time of confirmation of the booking; The balance in respect of the whole booking is due upon the date booking is to commence.

Block Booking: 50% of the full term's hire charge is payable at confirmation of the booking. The balance in respect of the whole booking is due upon the date booking is to commence.

3.3: If payment is not received within three working days of confirmation of booking, the booking will be cancelled as failure to pay will invalidate the booking.

3.4: Extra equipment (e.g. Tables, Chairs or Floor Covering) must be requested at the time of booking. If assistance is required in setting these up an additional fee may be charged.

3.5: Further administrative and reception support is available by arrangement and for an additional charge.

3.6: **VDT** reserve the right to make additional charges to cover the reasonable costs of heating, lighting, rubbish collection or any additional cleaning and/ or repair attributable to the **Hirer's** use of the **Premises**.

3.7: Where the **Hirer** is acting in the course of a business, **VDT** are entitled under the *Late Payment of Commercial Debts Act 1998* to charge interest on any overdue sums at the rate of 8% above the Bank of England's base rate, plus fixed sum compensation deemed appropriate.

4. Cancellation, Notice & Refunds

4.1: If the **Hirer** wishes to cancel a booking, they must give **VDT** notice in writing.

4.2: If the **Hirer** cancels a booking and the **Studio** cannot be re-let on the same terms, cancellation charges shall be payable by the **Hirer** as follows:

Less than 2 weeks' notice: 100% of hire charge

Less than 4 weeks' notice: 50% of hire charge

More than 4 weeks' notice: Administration charge

- 4.3: If the **Hirer** wishes to alter a booking, they must give VDT notice in writing. An Administration charge may be payable by the **Hirer**.
- 4.4: **VDT** reserves the right to cancel a booking or part of a booking for reasons connected with the mission of **VDT**. Where possible we will offer an alternative date for the booking. If such alternatives are not acceptable to the **Hirer**, **VDT** will reimburse any deposit paid and any appropriate proportion of charges paid on a pro rata basis.
- 4.5: **VDT** reserves the right to cancel bookings where the **Premises** are unusable or unsafe due to circumstances beyond our reasonable control including, but not limited to, damage by fire or flooding.
- 4.6: **VDT** reserves the right to terminate this **Studio Hire Agreement** with immediate effect by giving notice to the **Hirer** and without liability if; the **Hirer** commits a material breach of any of their obligations under this **Studio Hire Agreement**; or if the **Hirer** has misrepresented or failed to fully disclose the nature of its organisation or its use of the **Premises**.
- 4.7: **VDT** reserve the right to terminate this **Studio Hire Agreement** with immediate effect by giving notice to the **Hirer** if in the reasonable opinion of **VDT** the nature of the **Hirer's** organisation and/ or use of the **Premises** is in conflict with the ethos and mission of **VDT**.

5. Liability

- 5.1: Nothing in any part of the **Studio Hire Agreement** is intended to exclude our liability for death or personal injury due to our negligence: injury resulting from our negligence or for fraud, fraudulent misstatement or fraudulent misrepresentation.
- 5.2: **VDT** shall not be liable for loss of or damage to users' personal property unless due to our negligence.
- 5.3: **VDT** shall not be liable (in contract, including negligence or for breach of statutory duty or in any other way) for; any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings, any loss of goodwill or reputation, or any indirect or consequential losses incurred by the **Hirer** arising out of or in connection with its use of the **Premises** or any other matter under this **Studio Hire Agreement**. Our total liability for any losses not excluded under this clause shall be limited to the charges actually paid by the **Hirer** in respect of the relevant booking.

6. Licence

- 6.1: This agreement creates a non-exclusive licence to use the relevant venue and associated agreed facilities of the premises for the period specified on the **Booking Form**, subject to the terms of this agreement.
- 6.2: The **Hirer** acknowledges that no tenancy is intended to be created and that no relationship of landlord and tenant exists between them.
- 6.3: The rights granted to the **Hirer** in this **Studio Hire Agreement** are non-assignable. The **Hirer** shall not sub-let or purport to sub-let any part of the **Premises** to another person and shall remain on the **Premises** at all times during the agreed hire period specified on the **Booking Form**.
- 6.4: The **Hirer** undertakes to provide full and accurate information about the nature of its organisation, activities and users at the time of the booking and to use the **Premises** only for the use outlined on the **Booking Form**.

*Agreement to Terms

☐ I have read and agree to the terms and conditions outlined above of the studio hire agreement.

Signed:..... Date

Name (print):.....

Please return Studio Hire Agreement with deposit as soon as possible to guarantee the booking.