

# LearnToDance

These *Terms and Conditions of Hire*, together with the *Form of Contract* and where relevant, further documents annexed to these terms, comprise the *Agreement* between the *Hirer* and Learn To Dance.

## Definitions

**Learn To Dance:** Learn To Dance is the trading name of Mr A & Mrs E Holeksa.

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

**Premises:** Learn To Dance's Studio at Cherry Orchard Pavilion, George Pitcher Memorial Ground, Britwell Road, Burnham, SL1 8DL. Includes access to toilets but not changing rooms.

**Venue:** The venue for the particular hire as specified and confirmed in the *Form of Contract*.

### 1. Licence

- b. 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 *Form of Contract*, subject to the terms of this agreement. The *Hirer* acknowledges that no tenancy is intended to be created and that no relationship of landlord and tenant exists between them.
- c. The rights granted to the *Hirer* in this 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 *Form of Contract*. Restrictions on the *Hirer's* use of any issued keys are outlined in the relevant clause below.
- d. 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 *Form of Contract*.

### 1. Hire Period

- a. The period of hire shall start and finish as specified on the *Form of Contract*. The *Hirer* must ensure adequate time for setting up, warm up / down and clearing away is included within the agreed period of hire.
  - b. 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. If the *Premises* are not vacated by the finish time, the *Hirer* will be charged at the applicable hourly rate specified within these *Terms & Conditions* or otherwise agreed at the time of booking. Part of an hour shall be charged as a full hour.

### 1. Deposit, Charges & Payment

- b. The agreed hire charges are outlined on the form of contract.
- c. Payment of a deposit is required to secure a booking as follows:

**Single/Defined Dates Booking(s):** The full hire charge is payable at the time of making the booking.

**Regular Use Booking:** 25% of the total hire charge for the series of bookings is required at the

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time of making the booking; a further 25% is due four weeks in advance of the date booking is to commence. 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 the time of making the booking. The balance in respect of the whole booking is due upon the date booking is to commence.

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.

- a. Learn To Dance reserve the right to make additional charges to cover the reasonable costs of heating, lighting, water, rubbish collection or any additional cleaning and/ or repair attributable to the *Hirer's* use of the *Premises*.
- b. Where the *Hirer* is acting in the course of a business, Learn To Dance 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.

## 1. Cancellation, Notice & Refunds

- b. If the *Hirer* wishes to alter or cancel a booking, they must give Learn To Dance notice in writing.
- c. Learn To Dance reserves the right to make cancellation and an administration charge in requests to alter or cancel bookings. If the *Hirer* cancels a booking and the *Venue* 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\*

Between 12 and 4 weeks' notice: 25% of hire charge\*

\*1 week is calculated as 7 days

- a. Learn To Dance reserves the right to cancel a booking or part of a booking for reasons connected with the mission of Learn To Dance. Where possible we will offer an alternative *Venue* or dates for the booking. If such alternatives are not acceptable to the *Hirer*, Learn To Dance will reimburse any deposit paid and any appropriate proportion of charges paid on a pro-rata basis.
- b. Learn To Dance 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.
- c. Learn To Dance reserves the right to terminate this *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 *Agreement*; or if the *Hirer* has misrepresented or failed to fully disclose the nature of its organisation or its use of the *Premises*.
- d. Learn To Dance reserve the right to terminate this *Agreement* with immediate effect by giving notice to the *Hirer* if in the reasonable opinion of Learn To Dance the nature of the *Hirer's* organisation and/ or use of the *Premises* is in conflict with the ethos and mission

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of Learn To Dance.

## 1. **Obligations of the Hirer**

- b. The *Hirer* shall read and comply with all of the *Terms & Conditions of Hire* and the *Form of Contract* in addition to any further relevant documents annexed to these terms constituting the *Agreement*.
- c. The *Hirer* shall ensure that all persons attending the *Premises* shall read and comply with all of the *Terms & Conditions of Hire* and further relevant documents annexed to these terms constituting the *Agreement*.
- d. The *Hirer* shall be responsible for the supervision, safety and security of the *Premises* and its contents during the period of use. It shall not, and shall ensure that its users do not, do anything to endanger the *Premises* or any of its users or invalidate any insurance policies relating to them.
- e. The *Hirer* shall indemnify Learn To Dance fully for the cost of repair 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*.
- f. The *Hirer* shall be responsible for ensuring they have adequate insurance for any claims which may be brought against in connection with its activities and use of the *Premises*.
- g. Please be aware that you will be held liable for any damage caused to the building which occurs as a result of you hiring the studio. It is a condition of the hire agreement that you, as the hirer, have adequate public liability insurance in place to protect against any potential damage. Please note that proof of this insurance may be requested prior to the fulfilment of the hire contract.'

## 1. **Liability**

- b. Nothing in this *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.
- c. Learn To Dance shall not be liable for loss of or damage to users' personal property unless due to our negligence.
- d. Learn To Dance 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 *Agreement*.
- e. 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.

## 1. **General**

- b. These *Terms & Conditions of Hire*, together with the *Form of Contract* and further relevant documents annexed to these terms constitute the *Agreement* between the *Hirer* and Learn To Dance relating to the hire and supersede all previous agreements relating to the *Hirer's* use of the *Premises*. The *Hirer* is responsible for visiting the *Premises* to ensure suitability prior to making any booking.
- c. If any provision of this agreement is held to be invalid or unenforceable by a court, this shall not affect the validity or enforceability of the other provisions.
- d. A variation of any part of this *Agreement* shall not constitute a waiver or variation of any other provisions.

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e. Please see the Learn To Dance website for Privacy Statement.

## 1. Appendix: Facilities Rules & Regulations

- b. The *Hirer* must visit the Learn To Dance prior to booking commencement to ensure the *Venue* is fit for purpose and to receive a mandatory induction on Learn To Dance acceptable *Venue* use, policies and procedures.
- c. The *Venue* and *Premises* must be cleared of all belongings and left clean and tidy at the end of the hire period. Learn To Dance reserves the right to charge the *Hirer* for the cost of cleaning if the *Premises* are not left in an appropriate state at the end of the hire period. All rubbish must be placed in the bins or recycling area provided.
- d. The *Hirer* must provide Learn To Dance 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 Learn To Dance 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 child protection.
- e. The *Hirer* shall not use the *Premises* for any unlawful purpose nor do anything to bring Learn To Dance into disrepute and shall comply with all legal requirements relating to the activities for which it uses the *Venue* or any part of the *Premises*. This includes, but is not limited to, any requirements for temporary events notices or other licensing requirements.
- f. 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.
- g. 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 Learn To Dance Staff, other users of the *Premises* and our neighbouring residents, ensuring the use of the *Premises* does not create excessive noise or other nuisance.
- h. Smoking (including e-cigarettes) is not permitted anywhere on the *Premises*.
- i. Animals are not permitted anywhere on the *Premises*.
- x. The *Hirer* shall observe, and ensure its users observe, the safety precautions in Learn To Dance Fire Safety policy provided with this *Agreement*. In particular, fire exit doors must not be blocked and no naked flames are allowed.
- k. 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 *Agreement*.
- l. Any problems or concerns about the *Premises* should be reported to a member of Learn To Dance staff immediately.
- m. The *Hirer* is also expected to report any damage immediately to Learn To Dance duty staff.
- n. No food or drink to be consumed inside the Studios with the exception of bottled water. Food and drink can be consumed in the Kitchen. Adults may use the refreshment facilities in the kitchen area of the main studio. These may not be accessed by children without appropriate supervision. No alcohol is to be consumed anywhere on the *Premises* unless by prior arrangement and within licensing requirements.
- o. All participants relating to the booking must sign-in. It is the responsibility of the *Hirer* to provide Learn To Dance with a sign-in sheet/ register for this purpose.
- p. If there are participants classed as vulnerable adults or under the age of 18, it is the *Hirers* responsibility for ensuring that the relevant DBS checks have been obtained and these participants are appropriately supervised at all times.

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- q. No outdoor shoes are to be worn at any time on the main Studio floor, only non-marking footwear is permitted.
- r. AV equipment must not be moved from their position and must be switched off after use. The *Hirer* may use their own AV equipment by arrangement, but must ensure it is fully PAT tested at the time of the booking.
- s. The *Hirer* shall accept the recommended maximum capacity for each *Venue*.
- t. Any deliveries (including catering) need to be scheduled with consideration for Learn To Dance operations.
- u. The building is shared and therefore noise levels must be kept to a reasonable level. If this is deemed unacceptable, the *Hirer* will be advised by a member of Learn To Dance staff to reduce the noise levels.
- v. 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.
- w. Further administrative and reception support is available by arrangement and for an additional charge.
- x. Printing may be provided by Learn To Dance where possible, at the following additional costs: 5p per black and white sheet; 10p per colour sheet. Printing charges will be invoiced at the end of the booking.

## 1. **Appendix: Marketing & Publicity Guidelines**

- b. The Learn To Dance logo may not be used in connection with any hire, unless directly commissioned by Learn To Dance.
- c. No images of Learn To Dance may be used without the written approval of Learn To Dance.
- d. Unauthorised use of photographic and recording equipment is strictly prohibited.
- e. Location can only be listed as Learn To Dance, Cherry Orchard Pavilion, George Pitcher Memorial Ground, Britwell Road, Burnham, SL1 8DL.