Studio Hire Terms and Conditions - Birmingham

In signing the Keneish Dance Booking Form, you agree to Keneish Dance. Studio Hire Terms and Conditions for Birmingham, below.

Hire Charges, Deposit and Cancellation Policy

a) The total amount payable under this agreement is stated in the signed Studio Booking Form.

b) Payment is required on return of signed and completed agreement. Payments are non-returnable and it is not possible for us to refund in the event of a booking cancelation. An invoice will be raised for the remaining hire charge and payment of any outstanding balance is required within 30 days of the invoice date.

c) Cancellation by The Hirer must be confirmed in writing 14 days prior to the hire taking place. If studio space booked under this contract is unused and cancellation has not been confirmed in advance, the fee will be charged in full. You may change your booking (subject to studio availability) up to 14 days before the start of the booking

Hirer Obligations

On signing this agreement, the Hirer agrees:

a) To adhere to the Keneish Studio Guidelines attached as schedule 1

b) To sign and adhere to the Keneish Code of Conduct on arrival (available in advance on request) c) To arrive and depart the studio within the allotted time stated on the Booking Form. Keneish Dance will charge extra costing if the Hirer goes over their allotted time

d) To take responsibility for themselves and their guests and carry out a risk assessment for their activity.

e) That any damage caused to the Keneish Dance studios, dance floor, building, or its contents by the Hirer, or any individuals or groups attending the Hire, is the full responsibility of The Hirer. The cost of repair or replacement will be charged to the Hirer in full. The cost of any loss of business incurred due to the damage will also be charged to The Hirer in full.

f) To ensure the door locks are on and active when you leave the studio and/ or building.

Technical and Audio-visual Requirements

It is the Hirers responsibility to provide a music system. Any other technical or audio-visual requests must be made directly with the audio – visual specialist.

Marketing Material

Any marketing material created by the Hirer in relation to this hire and which will use Keneish Dance name or logo must be approved by Keneish Dance prior to distribution/publication. If the studio is hired as part of CREATE initiative this must be stated in any marketing communications.

Smoking

The studio or the building that it is in is by law a no smoking building. If a fire alarm

is triggered due to individuals not complying with the smoking policy, all costs incurred by the activation will be charged in full to The Hirer.

Cancellation by Keneish Dance

1. Keneish Dance reserves the right to cancel the booking in the event that:

a) Keneish Dance or any part of the building is closed due to fire, dispute with employees, altercation, decoration, by order of any public authority or as a result of any circumstance beyond the reasonable control of the Keneish Dance.

b) The Hirer becomes insolvent or enters into liquidation, administration or receivership.

c) The Hirer fails to abide by the terms of this agreement.

e) It might prejudice the reputation of Keneish Dance.

In such an event, Keneish Dance only liability to the Hirer shall be the refund of any payment made in connection with the cancelled booking.

2. Should Keneish Dance need to cancel or amend a booking for any reason not specified above no less than 14 days' written notice will be provided and a full refund will be issued for the cancelled sessions

Liability of Keneish Dance

Keneish Dance accepts no responsibility for loss or damage to any property of The Hirer or its guests other than that which may have been caused as a direct result of any negligent or fraudulent act or omission of Keneish Dance.

Schedule 1

Keneish Dance STUDIO GUIDELINES FOR HIRERS - BIRMINGHAM

General Principles

Above all, we want everyone who uses the studios to have a safe and enjoyable experience.

When using a studio(s) at Keneish Dance the Hirer will:

- Only use the studios as agreed in the booking confirmation
- Ensure that their participants do not wear outdoor shoes, heeled shoes or black soled trainers in the studio
- Ensure that their participants do not take food or drink except bottled water into the studios
- Ask participants to arrive no more than 15 minutes before the start of the session and ensure all participants have left the building by 15 minutes after the class/workshop has ended
- Take responsibility for themselves and their guests and carry out a risk assessment for their activity
- Ensure that they treat any other visitors / studio users with due care and respect at all times

If the hirer runs over their booked time in the studio, the hirer will be charged in 15-minute time slots for extra time incurred.

Any damage caused to the Keneish Dance dance floor and premises, building, or its contents is the full responsibility of the hirer and the repair or replacement will be charged in full. Any loss of business incurred due to the damage will be charged to the hirer in full.

Safeguarding of Children and Vulnerable Adults

For activities involving children and young people or vulnerable adults, the Hirer is

responsible for following good safeguarding practice, including ensuring the relevant DBS checks are in place.

We require hirers to:

- Carry out a risk assessment that includes consideration of safeguarding and safe practice, particularly when working with a mixed age/ability group
- Ensure that parents/guardians of children and young people under 12 years old to stay on site
- Take full responsibility for any children, young people and vulnerable adults engaging in their activity, including taking a register of participants, and making sure that medical information and emergency contacts are collected and easily accessible during the hire.

Photography and Filming – Over 18s

Photography and/or filming for personal use is permitted only when you seek verbal permission of all participants who are over 18 years. For under 18s, see below.

Photography and/or filming published (including social media) must not contain swearing or inappropriate language, sexual content, or references to violence – this includes ensuring appropriate music, performance and clothing.

Photography and Filming – Young People (under 18) and Vulnerable Adults
Photography and/or filming for personal or professional use of young people is only permitted with signed permission of their parents/legal guardians.

All children/young adults should be appropriately dressed in any photographs or film, the content of which must be appropriate to the age of the participants.

Social Media
Please tag any social media content with #CREATE plus share any content to this group: https://www.facebook.com/groups/1390851025219883/.

Health and Safety
The Hirer must have current public liability insurance.

It is the responsibility of The Hirer to carry out their own risk assessment.

It is the responsibility of The Hirer to provide their own First Aider. If an accident were to occur in the studio The Hirer must complete an accident report and notification of the accident must be given to GP, medical specialist or emergency care.

It is the responsibility of The Hirer to keep a register of people attending their activity/event, for use in the case of evacuation. (The fire exit is to the left / opposite entrance door to the studio and down the stairs).

Chairs / Props / Furniture

No heavy furniture, chairs or props are to be brought onto Keneish Dance studio without prior discussion with Keneish Dance. All permitted props / chairs / furniture will be acknowledged in writing.

Failure to comply may lead to termination of the hire contract and compensation by the hirer for any damage caused.

Access
Access for hires includes studio access only, unless otherwise agreed in writing.

……
Signed on behalf of hirer