



## Terms & Conditions

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## 1. Bookings and Cancellations

### Enquiry and Confirmation

All bookings should be submitted in writing via our booking form and emailed to [bookings@thehowardvenue.co.uk](mailto:bookings@thehowardvenue.co.uk)

Booking confirmation will be sent in writing, **please check the date, time and location is entered correctly on our online calendar.**

### Hire Fees

There are two bands of hire fees

- 1, Community Classes
- 2, Corporate, Commercial, Performances & non-Community based

### Cancellation Terms

One Month or more notice - no charges

4 weeks' notice - 25% of your hire fee

3 weeks' notice - 50% of your hire fee

2 weeks' notice - 75% of your hire fee

1 weeks' notice - 100% of your hire fee

## 2. Payment

**Advanced payment is required in all circumstances.**

### Invoicing

Regular hirers will receive an invoice with details of the amount to be paid. The invoice will also include the dates, times and locations of their hire. Invoices must be paid monthly in advance.

### One off Hires

Payment is due in advance of your booking. A deposit may be requested with balance to follow.

Hirers paying less than £1000 per school term will be required to pay 100% in advance.

Hirers paying more than £1000 per school term will be eligible to pay in monthly instalments.

### How to pay

The Howard Venue prefers payments to be made by **BACS** transfer into the account detailed on your invoice

Cash/Cheque payments in agreement with the venue. Cheques made payable to The Howard Venue



## 3. Studio Etiquette

### Start and Finish times

Studio hirers must keep to their allotted time slots and their allocated studio. Those who persistently fail to keep to their allotted times will not be allowed to book any studio space in the future. Hirers must ensure that class warm up and warm down along with set up and packing/tidying away time is allowed for in their studio booking time.

### Footwear

#### Studio 1

Outdoor shoes are permitted in this space. If a dance class is booked after you may be subject to additional cleaning fees.

#### Studio 2, 3, 4 and 5

NO outdoor shoes are permitted and all shoes must be non-marking.

If any damages or excess marks are caused to the floor the hirer will incur the cost of cleaning. Hirers should report any excessive marks they see on the floor at the beginning of each session

### Noise levels

Noise levels in all studios must be kept to a reasonable level. Any classes causing noise disturbing other users will be advised to reduce their noise level by venue staff. All users are asked to consider other users and residents when using the studios

### Food and Drink

No food or drink may be taken into the studios or dressing rooms except bottled water. Food is permitted in the reception area.

### Rubbish

Hirers are responsible for ensuring the studio space is ready for the next studio user including removing any excess rubbish.

### Chairs, tables, music systems, projector, PA systems, microphones and other equipment

Should you require any other equipment (chairs, tables, barres etc.) this must be agreed at the time of booking. After this point we cannot guarantee availability of equipment. On occasions, we are able to set these up for you for a small fee, please contact us to discuss further.

## 4. Health and Safety

All external hirers are responsible for ensuring their session is run in line with current health and safety legislation and best practice guidelines. The Howard Venue takes no responsibility for the content or health and safety of classes run by external hirers.

### Studio Capacity

Please discuss capacity with the venue prior to booking your studio to ensure the space is adequate.

### First Aid and Accident/Incident reporting



All hirers are required to be First Aid trained and to supply their own first aid kit. All accidents and incidents must be reported to The Howard Venue either on site or via email to [office@thehowardvenue.co.uk](mailto:office@thehowardvenue.co.uk) The incident report book and Venue's first aid kit is located in the cupboard behind reception.

## Fire Evacuation

All hirers must make themselves familiar with the fire evacuation procedures (attached) and must make sure class participants are briefed on course of action in case of fire. Please attend one of the venue's fire safety briefings. For details of the next one please email [office@thehowardvenue.co.uk](mailto:office@thehowardvenue.co.uk)

## Risk Assessment

All hires must have their own risk assessment for The Howard Venue.

## Electrical Equipment

If you wish to use any electrical equipment at The Howard Venue you must ensure that it is in good working order.

## **5. Safeguarding**

### Working Policy

If a hirer works with children and/or vulnerable adults, then you must have a safeguarding policy.

### Disclosure and Baring

If you work with children or vulnerable adults, then you must have a Disclosure and Baring certificate. THV reserves the right to ask for a copy of this at any time and will take a note of your certificate numbers and the date of the check.

### Photography and Filming

If you wish to film in the studios this must be agreed with the venue in advance. The use of the images/footage must comply with your safeguarding document.

## **6. Insurance**

### Public Liability

All Hires must have their own Public Liability Insurance. Copies of the certificate must be supplied to The Howard Venue 7 days before the start of your hire.

### Employers Liability

All hirers that pay staff members or utilise volunteers to execute or support their activity must have employer's liability insurance.

## **7. Music Licenses**



The Howard Venue holds a PRS and PPL license to cover their own activity. However each hirer is responsible for their own PRS and PPL license.

## 8. Marketing

### Leaflets and Posters

The display of leaflets is encouraged but with the agreement of The Howard Venue at the time of booking.

### Community Notice Board

The community notice board in between Studios 1 and 2 is available to all building users to display their class or event information. Any notices deemed inappropriate will be removed by the venue management.

## 9. Equipment Storage

Storage of any equipment must be arranged with the venue. A fee is payable depending on the size of the storage area required. Any equipment stored on site must be removed at short notice (within 24 hour period).

### 1. No warranties for use or condition

- 1.1 The Howard Venue gives no warranty that the Property possesses the planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required for the Permitted Use for the Permitted Use.
- 1.2 The Howard Venue gives no warranty that the Property is physically fit for the purposes specified in clause 2.
- 1.3 The Hirer acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of The Howard Venue before the date of this agreement as to any of the matters mentioned in clause 1.1 or clause 1.2
- 1.4 Nothing in this clause shall limit or exclude any liability for fraud.

### 2. Limitation of The Howard Venue's liability

- 2.1 Subject to clause 2.2, The Howard Venue is not liable for:

the death of, or injury to the Hirer, its employees, customers or invitees to the Property; or

damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Property; or

any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer or the Hirer's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted under this agreement.

Nothing in clause 2.1 shall limit or exclude The Howard Venue's liability for:



death or personal injury or damage to property caused by negligence on the part of The Howard Venue or its employees or agents; or

any matter in respect of which it would be unlawful for The Howard Venue to exclude or restrict liability.

Please sign below to confirm you have read and accept these terms and conditions.

Signed on behalf of The Howard Venue:

Name:

Date:

Signed by the Hirer(s):

Print Name:

Date: