



## Terms & Conditions

1. **Bookings and Cancellations**
2. **Payment**
3. **Studio Etiquette**
4. **Health and Safety**
5. **Safeguarding**
6. **Insurance**
7. **Music Licenses**
8. **Marketing**
9. **Storage**
10. **General Data Protection Regulation (GDPR)**
11. **Privacy Policy**

### Appendix A – Covid-19

### Appendix B – Fire Safety

## 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 via e-mail, **please check the date, time and location is entered correctly on our online calendar, any errors please contact [bookings@thehowardvenue.co.uk](mailto:bookings@thehowardvenue.co.uk).**

### Hire Fees

There are two bands of hire fees:

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

The Trustees of The Howard Venue reserve the right to increase the hire fees when deemed necessary. A three-month notice period will be given in this respect.

### Cancellation Terms

One Month or more notice – no charges

4 weeks' notice – 100% of your hire fee returned.

3 weeks' notice – 50% of your hire fee returned



2 weeks' notice – 25% of your hire fee returned

1 weeks' notice – 0% of your hire fee returned

## 2. Payment

### 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 within 30 days of the invoice date.

### One off Hires

Full payment is due in advance of your booking. A deposit may be requested to secure your booking, with the balance to follow.

### How to pay

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

Cash/Cheque payments are to be agreed by the Venue Manager. Cheques made payable to "The Howard Venue".

## 3. Studio Etiquette

Please leave the studio clean and tidy ready for use by the next hirer. Please report any issues to Duty Manager prior to class starting. Please see "**Appendix A**" for Covid-19 procedures.

### 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.

Access to the Studios is not permitted without the class tutor being present. The Venue Manager can authorise a change to this policy on an individual basis.

### Footwear

#### Studio 1 and Conference Room

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 and 4

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

# THE HOWARD VENUE



No food or drink may be taken into the studios, dressing rooms or changing rooms except bottled water.



## 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 can set these up for you for a small fee, please contact us to discuss further.

## **4. Health and Safety**

Please see **Appendix A** for further health and safety guidelines for Covid-19

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. Please see **Appendix A** for further maximum capacity regulations for Covid-19

### First Aid and Accident/Incident reporting

All hirers are recommended to be First Aid trained and be responsible for class attendees. Hirers are 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 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. The Howard Venue is to hold a current copy of this on file.

All hirers must have completed a Covid-19 risk assessment. The Howard Venue is to hold a current copy of this on file.

### Electrical Equipment

If you wish to use any electrical equipment at The Howard Venue you must ensure that it is in good working order. All electrical equipment must be PAT tested and certificates produced if requested by The Howard Venue Manager

## **5. Safeguarding**

### Working Policy



If a hirer works with children and/or vulnerable adults, then you must have a safeguarding policy. This must be made available to The Howard Venue Manager on request.

## 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.

## Show/Chaperones

If the venue is being used for a show and involves children of school age or below they must be licensed and properly chaperoned. The hirer is responsible for ensuring they meet all requirements set out by Kent County Council for Children in entertainment.

<https://www.kent.gov.uk/education-and-children/activities-outside-school/children-in-entertainment#tab->

## **6. Insurance**

### Public Liability

All Hires must have their own Public Liability Insurance. Copies of the current 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**

The Howard Venue may advertise your class on Social Media, inhouse brochure and on notice boards. If you do not wish your details to be published, please advise at the time of booking

The Howard Venue will not tolerate any advertising in unauthorised places, which includes the placement of posters in and around the local area. All advertising for events must be removed immediately after the event has taken place.

### 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.
- 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.

## 10. General Data Protection Regulation (GDPR)

The hirer is responsible for following the General Data Protection Regulations to protect the personal data and privacy of its members.

## 10. Privacy Policy

# THE HOWARD VENUE



Here at The Howard Venue we take your privacy very seriously and will only use your personal information to administer your booking and to provide the services requested from us. This may include passing your details to persons enquiring about your class/hirer.

However, from time to time we may want to contact you with details of other classes, events, offers and facilities we provide. If you consent to us contacting, you for this purpose please tick to say how you would like us to contact you:

Telephone  Post  Email

We would also like to use your details, if you are a venue hirer, for the marketing of your class or event via social media, our website, leaflets and notice boards. If you consent to us using your information in this way, please tick to confirm.

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

**Signed by the Hirer(s):**

**Print Name:**

**Date:**

**Signed on behalf of The Howard Venue:**

**Print Name:**

**Date:**

I give consent for my details (Name and Telephone Number) to be issued for Track and Trace purposes.

**Signed:**



Date:

## **APPENDIX A – COVID – 19**

### **From 1<sup>st</sup> January 2023**

The following procedures and information contained in this appendix have been produced after undertaking a full Covid-19 premises risk assessment and from information issued by the Government.

These procedures must be strictly adhered to.

### **Procedures for attending the venue**

Only “The Howard Venue” hirers and members of the public that are attending a studio for a booked activity may enter the premises unless agreed with Duty Manager first.

Anyone displaying symptoms of Covid–19 must not attend the venue. Anyone who has been in contact with someone currently displaying symptoms or who is currently “Self-Isolating” must not enter the venue.

Hirers must report to Duty Manager on arrival at the venue to sign in.

Hirers must ensure that the studio is ready for use by using the cleaning items at the cleaning station within in studio. Door handles, light switches, tables, stereo, ballet barres and any other equipment used.

Hirers to ensure that members of the public have followed hand washing/hand sanitizing procedures on entering the venue.

Entrance into the Venue is via the main doors only.

Arrive at your allocated time and not before. Please advise your class attendees to arrive at allocated time and not before.

### **Procedures for leaving the venue**





Hirers using studios 1, 2 & 3 must ensure that their attendees exit the studios using the fire exits within the studios. Variation on this procedure can be agreed with the Duty Manager or Venue Manager in advance. Lead hirer must report to reception when ready to leave.

Hirers using Studio 4, Music rooms, conference room and other areas must ensure that their attendees exit via main venue entrance. Hirers to ask all exiting the venue to take care using the fire escape routes and to look where they are walking.

Hirers must ensure that all their attendees have left the venue and taken all belongings with them.

Hirers are to use the cleaning equipment at the cleaning station within the studios to clean all equipment used, door handles and light switches prior to leaving.

Report to Duty Manager any areas of concern.

Hirers are to leave venue via the main entrance and are to report to the Duty Manager on leaving to sign out.

Please allow enough time to complete the above to vacate the studios at your allocated finish time.

## **Procedures for using the venue**

Food and drink are not permitted in the studios. A spill proof water bottle may be used.

All changing rooms and dressing rooms are strictly prohibited for use unless agreed by Venue Manager.

Hirers and members of the public are not to enter the venue storage rooms unless permission has been granted by the Duty Manager. Storage rooms include the areas behind studios 1 & 2 and behind studio 3.

If large tables are required for classes/appointments, the request must be made to the Venue Manager at least 24 hours prior to the class/appointment. These will then be made available for you. Hirers must ensure that these are cleaned before use and after use by using the cleaning equipment at the cleaning station.

If studio curtains are used, please can these be put back ready for next hirer.

Partition/moveable wall in studio 2/3 must not be used with prior agreement from the Venue Manager. If used this must be wiped down, before and after use, with cleaning materials provided at the cleaning station.

Hirers to use own equipment. The Howard Venue equipment is to be used only with consent from the Duty Manager.

If mats are required, permission must be sort from the Venue Manager to access these. Cleaning of the mats must take place before and after use using the cleaning materials provided at the cleaning station. This is to be completed by hirer.

Hirers to clean own cupboards before and after use.



If hirers are using own equipment, then their own cleaning products must be used.

## **Studios, Music Room, Conference Room Capacity**

All studios and music rooms capacity levels have been removed. However, the Hirer is to ensure that the number of participants in hired studio is kept at a safe level dependent on the activity taking place. It is recommended that hirers contact their insurance provider to check for any restrictions.

## **Barre/Reception Desk Area**

No unauthorized persons may use the Barre or go behind the Barre area at any time.

The main reception desk may not be used by anyone other than The Howard Venue staff.

## **Lost Property**

Any items of lost property found by The Howard Venue staff will be placed in a bag, labeled with the contents, date and time that the item/s were found and quarantined for 72 hours. The Hirer will be notified that an item from their class was found. Items left on the premises will be kept for 1 month then disposed of.

## **Ventilation, Air Conditioning and Heating**

If Airconditioning or heating is needed please see the Duty Manager for guidance.

## **The Howard Venue Staff**

The Howard Venue staff will ensure that all reasonable steps have been taken to reduce the risk of transmitting the Covid-19 virus. This will be achieved by:

Full daily cleaning of the venue via our cleaning contractors.

Periodical cleaning/inspections of all public areas including toilets, corridors, door handles, light switches, external handrails, and other areas.

Keeping the people that visit the venue to a minimum and on a need to be at the venue basis.

Ensuring that cleaning supplies are fully stocked in studios.

Ensuring that toilet areas are kept clean, tidy and fully stocked of soap, hand towels and other items.

Hand sanitizer in the main reception area is kept fully stocked.

Continual monitoring of potential hazards and risks and steps taken to reduce them.



The procedures and information contained within this appendix is under continual review and any changes made will be updated on this document and issued to the hirers.

If any further information is required or clarification needed, please contact the Venue Manager.

## **Appendix B - Fire Safety/Emergency Evacuation Plan for Hirers of The Howard Venue**

This document provides information to the hirer on the arrangements in place at The Howard Venue in the event of a fire/emergency evacuation. The Hirer must agree to carry out the duties outlined below. Please contact The Venue Manager if you require a tour of the building to become familiar with the requirements for evacuation.

### **As the hirer you are responsible as follows:**

1. You are responsible for ensuring that those using the hired premises, are evacuated in an emergency. If the fire alarm sounds, you must:
2. Ensure that all areas are evacuated via the nearest fire exit and people move to the assembly point. The assembly point is the overspill carpark.
3. Check all rooms and toilets etc. shutting doors once the rooms are empty on your way to the assembly point.
4. You are responsible for ensuring that your staff and people involved (paid and volunteer staff, guests, students etc), understand the basic fire safety precaution arrangements and procedures as follows:
  - The location of fire alarm call points and how to use them
  - The location of fire exits
  - The location of the fire assembly point
  - The location of fire extinguishers and firefighting equipment



The fire alarm sound is easily recognised. It is tested weekly and staff will advise when this is due to take place and how long the test will last.

**On discovering a fire, the fire alarm must be activated.** Do not attempt to tackle the fire unless safe to do so (i.e.. the fire can be quickly extinguished with the minimum of risk to self).



If evacuation is necessary, it is important to remember the following golden rules:

- **ØDon't panic – keep a clear head**
- **ØRaise the alarm – Using the nearest fire call point**
- **Call the fire services 999.** If a member of staff is on duty they should have done this but - it is better to make a duplicate call to the emergency services, than assume that someone else has called them, when it may be that no-one has called!
- **ØDo not** stop to collect personal belongings or allow others to do so.
- **No heroics – people before property.** Assist visitors and people with disabilities on your way out if needed and if safe to do so.
- **ØClose doors behind you**
- **Where possible use the nearest fire exit**
- **ØTake your class register at the Assembly Point**
- **ØReport any persons unaccounted for to the Fire Brigade**

**Do not re-enter the building or allow others to do so until instructed by the Fire Service.**