

# TERMS & CONDITIONS OF HIRE

**TERMS AND CONDITIONS MUST BE ADHERED TO AND AGREED BY SIGNING DECLARATION BELOW**

- BOOKING:** Any SSDHQ room hire applications can be manually OR electronically completed but **must** be physically signed by the Hirer in writing. All electronic applications must be scanned to [info@simonsaysdance.com](mailto:info@simonsaysdance.com). The person signing this form will be considered the Hirer. Where an organisation is named in the application, the organisation will also be considered the Hirer and shall be jointly and severally liable with the person who signs this form.
- HOUSE-KEEPING:** Prior to the first hire and if required, the Hirer must attend SSDHQ for a briefing on: housekeeping, premises entry/exit including keys/alarm, health & safety including fire safety and car-park as per the SSDHQ Safety Policy, use of any lighting/equipment and for any other necessary detail. It is the Hirer's responsibility to ensure health & safety and fire guidelines are followed and adhered to for the full duration of any hire.
- DEPOSIT:** If agreed, the Hirer must pay the deposit detailed in the Hire Agreement at the time of booking to secure. This will be deducted from the final invoice, subject to any sums withheld to meet part of the hire fees or the cost of rectifying damage arising during the hire. Refer to Clause 16.
- SUPERVISION AND RESPONSIBILITY:** The Hirer will, during the period of the hire(s), be responsible for their customers/students/guests AND supervision of the premises including: the fabric and the contents, their care, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity including proper supervision of car-parking arrangements so as to avoid danger to members of the public and obstruction of the public access road in accordance with clause 7, 12, 16 and 17.
- COMPLETION OF HIRE:** At the end of each hire, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition and if required, properly locked and secured unless directed otherwise by an authorised SSDHQ member of staff. Any/all keys must be returned at the end of hire. Any contents temporarily removed from their usual positions should be properly replaced. Should this not be complied with, SSDHQ reserves the right to make an additional charge, which may be deducted from any deposit amount paid or added to a final invoice.
- CHILD PROTECTION:** In the event that the hire(s) involves the attendance of children and young persons under the age of 18 at the premises, the Hirer confirms that there will be in place an appropriate Child Protection and or Safety Procedure for their business/activity. The Hirer agrees to ensure that all adults present on the premises are aware of this procedure and abide by it. The Hirer confirms that, when necessary under the terms of the Child Protection Procedure, appropriate Criminal Records Bureau checks will be carried out in respect of persons involved with children and young people on the premises during the course of the hire(s).
- PARKING:** The hire of the premises includes the use of free parking facilities on-site. This benefit however is not guaranteed and subject to availability at the time of the event/hire. SSDHQ and authorised staff members/representatives reserve the right to ask any persons using the premises under this hire to move any vehicle if it: causes an obstruction, is parked inappropriately or endangers any other person using the premises. The Hirer should refer to the Car Parking section of the 'SSDHQ Safety Policy' at [www.simonsaysdance.com](http://www.simonsaysdance.com) for further information.
- EXCLUSIONS:** The Hirer shall not use the premises for any purpose(s) other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises. Furthermore, unless otherwise agreed in advance, or included as a 'Special Condition' as part of the Hire Agreement, the Hirer shall not have the use of any other space within SSDHQ than the room(s) detailed in the agreement. Such use of any other and/or additional space not agreed or included in the Hire Agreement, will be subject to an additional charge which will be deducted from the deposit payment made or added to the final invoice. Such detail of access can be found in clause 23.

9. **ALCOHOL:** SSDHQ is not licensed premises and no alcohol can be sold thereon without a licence from the local authority. Should the Hirer wish to bring alcohol onto the premises for private and moderate consumption, this **must** be agreed in advance and included within the 'Booking Notes' part of the Hire Agreement in accordance with clause 25.
10. **SMOKING:** The entire premises and grounds are a No Smoking Zone – including e-cigs and vapes. Those who wish to, should only smoke outside the SSDHQ grounds beyond the entrance gates.
11. **MUSIC:** The Hirer undertakes to satisfy any requirements under performing rights for the performing or playing of live or recorded music. Any Hirer who intends to play music or have a live band agrees to inform SSDHQ reasonably by including this in the 'Booking Notes' section of the Hire Agreement. The Hirer undertakes to ensure that all noise is kept to a level such that neighbouring premises and/or room hires/uses are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises by 11.00pm.
12. **PUBLIC SAFETY & LEGISLATION:** The Hirer shall comply with all and any conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Magistrate's Court or the like in relation to the premises or the purpose of the hire. Windows must not be covered other than with the blinds provided. The Hirer and any users of SSDHQ must refer and adhere to the SSDHQ Safety Policy and supporting Fire Safety information plans and arrangements - viewable on-site.
13. **CAPACITY:** For any hire purpose, the Hirer shall not cause or allow the maximum number of people and/or guests admitted to exceed the number specified on the application form unless agreed in advance with a member of SSDHQ staff. Such negligence to inform Simon Says Dance Ltd. of a change in capacity **over** the agreed number, will render the Hirer liable should any detriment come from the un-agreed change.
14. **PUBLIC SHOWS:** Under no circumstances is any Hirer or Organisation permitted to use the premises of SSDHQ for the purposes of a public show. The admittance of the general-public, whether at cost or not, to watch any performances under any hire purpose is prohibited. SSDHQ reserves the right to cancel any Hire Agreement without notice at any point, with the retention of deposit amount, should the Hirer or Organisation fail to inform SSDHQ of such activity arising from the purpose of the hire.
15. **EMERGENCIES:** In anticipation of an emergency, it is the Hirer's responsibility to ensure that he or she knows the location of first aid kits, fire alarms and exits, stopcocks, the nearest hospital and the like. Refer to clause 12 for further guidance on SSDHQ Emergency Procedures.
16. **DAMAGE:** By signing this agreement, the Hirer agrees to indemnify Simon Says Dance Ltd. for the full cost of repair for any damage done to any part of the property including: the surroundings or the contents of the building internally and externally, including the land surrounding the premises within the perimeter boundary fencing which has occurred as a result of the hire.
17. **INTERFERENCE:** The Hirer and/or their customers and/or guests shall not interfere in any way with the switchboard, electricity, gas or security fittings, meter fittings or fixtures on the premises. Any interference/changes/alterations to the design/decoration/structure of any room is not permitted and the room should remain in the same condition as it was found. Clause 16 will apply to any interference cases regardless of blame as per clause 4.
18. **EQUIPMENT:** It is the sole responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment. Under this clause, the Hirer is automatically subject to clause 12 & 16 of this agreement. The Hirer is fully responsible for the use of any equipment brought on-site which must be appropriately tested and certified. ANY SSDHQ equipment desired or being used must be agreed in advance and noted in the Hire Agreement under 'Booking Notes'. Refer to clause 25.
19. **INSURANCE:** The Hirer acknowledges that the loss or damage of any items left unattended inside SSDHQ or on the grounds is not covered by Simon Says Dance Ltd. The Hirer should ensure that the relevant insurance policies specific to the purpose of the Hire, are in operation at the time of the Hire and as such, do not conflict with any SSDHQ insurance policies in place at the point of hire. Simon Says Dance Ltd. may request proof of insurance at any point.
20. **CANCELLATION:** The Hirer reserves the right to cancel the booking and receive a 90% refund **ONLY** if cancelled within 7 working days (Mon-Fri) of the hire date. A 10% administration charge will be deducted from the refund amount. Simon Says Dance Ltd. reserves the right to cancel any hire up to 14 days prior to the hire date, in the event of the premises or room being required for another genuine purpose(s) and as such, the Hirer is entitled to a full refund. Simon Says Dance Ltd. reserves the right to cancel any booking without notice, should the premises or room under the Hire Agreement be in

a state that is: unfit for use or causes endangerment or jeopardy to public safety and in such event(s), the Hirer is entitled to a full refund. Simon Says Dance Ltd. is not liable for any losses or damage caused to the Hirer in the event of any cancellations. If the Hirer wishes to cancel a hire mid-term, a notice period of 1 week (7 working days) is required for short-term hires (for hires of up to 1 month duration) and 4 weeks (28 working days) is required for long-term hires (for hires longer than 1 month duration). Additional charges will be applied to the final invoice if a notice period is not followed.

21. **PAYMENT:** Any deposit amount paid will be deducted the total amount due for the hire. Any remaining amount due is payable BEFORE or ON the final hire date in cash or via online banking as detailed in the Hire Agreement unless otherwise agreed. Should clause 16 apply to any hire, payment to indemnify Simons Says Dance Ltd. for repairs must be paid within 28 days of the hire date in which the damage was caused via online banking – such amounts may be deducted from any deposit amount. Refunds will only be made in accordance with clause 20, subject to clause 16. A 10% charge will apply for late payments, which is 10% of the total amount owed. The Hirer will receive only one notice to make the hire payment + late charge 7 days after the final hire date – should the Hirer fail to settle the hire payment + late charge within 28 days of the final hire date, the case will be passed to Simon Says Dance Ltd’s legal representative to pursue and retrieve payment.
22. **RENEWAL:** Even if the Hirer has a regular booking for the hire of the premises, Simon Says Dance Ltd. reserves the right to vary or cancel any such regular arrangements with reasonable notice (should circumstances permit). This right will not be unreasonably enforced. Clause 20 will apply to any cancellations.
23. **ACCESS:** The Hirer shall allow any duly authorised member of staff at SSDHQ access to the premises and/or any part thereof at all times during the hire. The Hirer is not permitted to lock any part of the premises whilst occupants remain inside. Access to other areas not agreed in advance is prohibited. Refer to clause 8 and 24.
24. **SPECIAL CONDITIONS:** Includes the additional use of: Kitchen, Cleaning Cupboard, Any SSDHQ Equipment, Additional Rooms/Facilities, Staff Areas/Rooms and the like comprising of the SSDHQ premises. Use of any facilities aforementioned must be agreed in advance and be within the Hire Agreement.
25. **BOOKING NOTES:** Please advise the booker of any additional requirements which may include details regarding lighting, heating, access, use of music or anything that may assist your hire, in advance. Such additions may be subject to an additional charge. You must also advise of any food, drink or alcohol consumption in advance as a ‘Booking Note’. Such booking notes must be agreed in advance and noted within the Hire Agreement.
26. **DANCE CLASSES:** The Hirer must not use any room of SSDHQ for the purposes of a dance class that would be in direct competition with Simon Says Dance Ltd. or any of its offerings unless agreed otherwise, in advance.
27. **CHANGES TO T&Cs:** SSDHQ Room Hire Terms & Conditions are subject to change at short notice. Simon Says Dance Ltd. reserves the right to make changes to these as and when necessary. This right will not be unreasonably enforced. Any changes to Terms & Conditions during a hire will be communicated to the Hirer at the time of its’ inception – at the same time, an updated declaration must be signed by the Hirer to validate the remainder of the hire.

**TERMS AND CONDITIONS OF HIRE MUST BE AGREED TO BY SIGNING A COMPLETED ROOM HIRE AGREEMENT BEFORE ANY HIRE WILL BE AUTHORISED.**