

Terms & Conditions of Hire: bbodance Facilities

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 bbodance.

Definitions

bbodance: bbodance is the trading name of The British Ballet Organization Ltd.

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

Premises: bbodance's Battersea Reach Site and all facilities within, including common areas such as; reception, corridors, stairways, changing rooms, toilets, break out areas and terraced area. This does not include; the lift or upstairs office area.

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

1. Licence

- a. 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.
- b. 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.
- c. 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*.

2. Hire Period

- a. All bookings are restricted to bbodance opening hours, unless arranged prior to commencing the booking and will incur additional costs. bbodance opening hours are:
 - Monday to Friday: 07:00 to 22:00
 - Saturday & Sunday: 07:00 to 22:00
- b. 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.
- c. 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.

3. Deposit, Charges & Payment

- a. The standard hire charges are outlined on the bbodance website.
- b. Payment of a deposit is required to secure a booking as follows:

Single Booking: 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 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.

- c. bbodance 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*.
- d. Where the *Hirer* is acting in the course of a business, bbodance 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.

4. Cancellation, Notice & Refunds

- a. If the *Hirer* wishes to alter or cancel a booking, they must give bbodance notice in writing.
- b. bbodance reserves the right to make cancellation and an administration charge (10% of the value of the booking being cancelled up to a maximum of £15) in requests to alter or cancel bookings. If the *Hirer* cancels a booking, 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*

More than 12 weeks' notice: Administration charge only*

*1 week is calculated as 7 days

- c. bbodance reserves the right to cancel a booking or part of a booking for reasons connected with the mission of bbodance. Where possible we will offer an alternative *Venue* or dates for the booking. If such alternatives are not acceptable to the *Hirer*, bbodance will reimburse any deposit paid and any appropriate proportion of charges paid on a pro rata basis.
- d. bbodance 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.
- e. bbodance 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*.

- f. bbodance reserve the right to terminate this *Agreement* with immediate effect by giving notice to the *Hirer* if in the reasonable opinion of bbodance the nature of the *Hirer's* organisation and/ or use of the *Premises* is in conflict with the ethos and mission of bbodance.

5. Obligations of the Hirer

- a. 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*.
- b. 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*.
- c. 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.
- d. The *Hirer* shall indemnify bbodance 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*.
- e. The *Hirer* shall be responsible for ensuring they have adequate Public Liability Insurance for any claims which may be brought against in connection with its activities and use of the *Premises*.
- f. 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.'

6. Obligations of the Hirer – relating to guidance on Covid-19

The *Hirer* is required to comply with the guidelines set out within the bbodance Covid-19 Studio Guidelines and communicate these clearly to all their participants. This includes the following list which is not exhaustive and is subject to change at short notice in accordance with current UK Government guidelines:

- a. Provide a risk assessment for the activities to be carried out in the studio/ hired space. This is to include participant numbers.
- b. Maintain a register at each session with name, phone and email for each participant in order to support NHS Test and Trace.
- c. Notify bbodance as soon as possible if any participant becomes unwell with symptoms which could indicate Covid-19.
- d. Be aware that cleaning needs to take place between hires of studios/ hired spaces. This may mean that an empty studio/ hired space looks ready but it should not be entered until bbodance confirms with the *Hirer* that this cleaning has been completed.
- e. Promote social distancing and rigorous hygiene of participants at all times.
- f. Encourage participants to arrive ready to take part in activities in order to minimise the use of changing facilities.
- g. Encourage participants to bring the least number of personal items possible to the building.

- h. Encourage participants to remain onsite, particularly during short breaks if possible, to avoid movement throughout the building. Where this is not possible encourage them to retain social distancing outside of the studio or other hired space(s).
- i. Refrain from raised voices in the studio and hired spaces, adjusting audio volumes to achieve this where necessary.
- j. Avoid activities with spectators where possible and take spectators into account as a participant in the space for the Risk Assessment if they are to be invited into the studio/ hired space.

Please see the full Studio and Room Hire Guidelines for the steps bbodance will be taking in order to reduce the risk of transmission within Ensign House, our building at Battersea Reach. If you have any feedback or queries on this then please contact Fiona Knowler, Head of Operations on fiona.knowler@bbo.dance

7. Liability

- a. 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.
- b. bbodance shall not be liable for loss of or damage to users' personal property unless due to our negligence.
- c. bbodance 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*.
- d. 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.

8. General

- a. 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 bbodance 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.
- b. 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.
- c. A variation of any part of this *Agreement* shall not constitute a waiver or variation of any other provisions.
- d. Please see the bbodance website for Privacy Statement.

9. Appendix: Facilities Rules & Regulations

- a. The *Hirer* must visit the bbodance prior to booking commencement to ensure the *Venue* is fit for purpose and to receive a mandatory induction on bbodance acceptable *Venue* use, policies and procedures.
- b. The *Venue* and *Premises* must be cleared of all belongings and left clean and tidy at the end of the hire period. bbodance 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.

- c. The *Hirer* must provide bbodance 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 bbodance 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.
- d. The *Hirer* shall not use the *Premises* for any unlawful purpose nor do anything to bring bbodance 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.
- e. 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.
- f. 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 bbodance Staff, other users of the *Premises* and our neighbouring residents, ensuring the use of the *Premises* does not create excessive noise or other nuisance.
- g. Smoking (including e-cigarettes) is not permitted anywhere on the *Premises*.
- h. Animals are not permitted anywhere on the *Premises*.
- i. The *Hirer* shall observe, and ensure its users observe, the safety precautions in bbodance Fire Safety policy provided with this *Agreement*. In particular, fire exit doors must not be blocked and no naked flames are allowed.
- j. 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*.
- k. Any problems or concerns about the *Premises* should be reported to a member of bbodance staff immediately.
- l. The *Hirer* is also expected to report any damage immediately to bbodance duty staff.
- m. No food or drink to be consumed inside the Studios with the exception of bottled water. Food and drink can be consumed in the Riverside Room. Adults may use the refreshment facilities in the kitchen area of the Riverside room. 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.
- n. All participants relating to the booking must sign-in. It is the responsibility of the *Hirer* to provide bbodance with a sign-in sheet/ register for this purpose.
- o. 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.
- p. No outdoor shoes are to be worn at any time in the Studios, only non-marking footwear is permitted.
- q. 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.
- r. The *Hirer* shall accept the recommended maximum capacity for each *Venue*.
- s. Any deliveries (including catering) need to be scheduled with consideration for bbodance operations.
- t. 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 bbodance staff to reduce the noise levels.

- u. 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.
- v. Further administrative and reception support is available by arrangement and for an additional charge.
- w. Printing may be provided by bbodance 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.

10. Appendix: Marketing & Publicity Guidelines

- a. The bbodance logo may not be used in connection with any hire, unless directly commissioned by bbodance.
- b. No images of bbodance may be used without the written approval of bbodance.
- c. Unauthorised use of photographic and recording equipment is strictly prohibited.
- d. Location can only be listed as bbodance, Ensign House, Battersea Reach, Juniper Drive, London SW18 1TA.