

Terms & conditions of hire

1. Applications

All applications for hire of a studio or room (hereinafter called "the Hired Premises") in the Royal Academy of Dance must be made by email or in writing and forwarded to the Facilities Department.

2. Hirer (Disclosures)

The Hirer must be over 18 years of age and shall be the person who signs the application for hiring. The Hirer shall be responsible for the payment of the fees payable in respect of hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed.

The hirer must confirm that anyone who will be working at the Hired Premises with participants below the age of 18 or vulnerable adults in any capacity (including but not limited to teachers, instructors, accompanists, chaperones etc) holds an appropriate Enhanced Disclosure from the Disclosure and Barring Service and which has been issued within the last three years. This requirement applies whether parents, guardians and/or carers are present or not.

3. Hired Premises

The Hired Premises consist of the hire of the contracted studio(s) or room(s) for the time stipulated, and subject to availability, encompasses a right of access to changing and cloakroom facilities, and to the common areas within the Main Building and the Fonteyn Centre. The common areas are defined as hallways, corridors, stairways and waiting areas only.

4. Limitations on Hiring

Hiring is subject to the availability of the time of booking. The Royal Academy of Dance reserves absolute discretion to accept or refuse a booking. Please note that priority will always be given to RAD course bookings.

5. Time Limits for Hiring

Hire periods must include time for the set up and set down of studio(s) or rooms(s).

6. Payment

Hire fees are based on the current hire rates and each booking shall be quoted on an individual basis. Fees are exclusive of VAT. The Royal Academy of Dance reserves the right to vary hire rates.

The following payment terms apply:

- a) All bookings are required to be paid one week in advance of the hire date. The payment must be forwarded to the Finance Department in time for the booking to be recognised as confirmed. Failure to pay will invalidate a booking.
- b) Customers who have a credit account are required to pay any outstanding invoices within 30 days of the last day of their current booking.

- c) The Hirer may pay with, and in addition to, the fees appropriate to the hiring, such amount by way of a deposit for damage as may be determined by the Royal Academy of Dance. In the event of damage occurring during hiring, this deposit, or a requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the Hirer. Any balance not so applied will be returned to the Hirer. This requirement is at the discretion of the Royal Academy of Dance.
- d) Special arrangements may be made for payment of a block booking.

7. The Hirer's Personnel etc.

For certain bookings the Hirer must submit to the Royal Academy of Dance at least 48 hours prior to the commencement of the hiring period, the names of the Hirer's personnel and the number of attendees/guests. The hirer cannot exceed the Royal Academy of Dance's stated capacity limits for the hire of the premises.

The management reserves the right to cancel the booking where the numbers in attendance grossly exceed those notified, within the Health & Safety guidelines, defined for the studio.

8. Cleaning

The hirer shall, at the expiration of the period of hiring, leave the premises in a clean and orderly state. If the premises are not left in such a state, the Royal Academy of Dance reserves the right to charge an additional sum, or to deduct such sums as are necessary from the deposit if applicable to have all such necessary cleaning carried out.

9. Care of the premises

No nails, tacks, screws, etc. shall be driven into the walls, floors, ceilings, furniture or fittings. All equipment, tables, chairs must be carried, and must not be dragged across the floors. If any areas are designated for use as a kitchen for the purpose of the hire, hirers must ensure that the entire floor area is covered. Equipment for use in the designated kitchen areas should not be brought into the studios until such covering is laid. Stilettos, pointed heels and dirty shoes/boots should be removed before entering the studios. Trainers with black soles must not be worn. No food or cups to be taken into studios. Low tack/masking tape may only be used to mark out floors, (please ask at Reception).

10. Hirer's Equipment

For all bookings the hirer must provide the Royal Academy of Dance with a list of equipment to be used in the studios and the relevant Portable Appliance Certificates (PAT), indicating proof of testing, at least 48 hours prior to the date of hiring. Hirers providing their own equipment should arrange their own separate insurance cover. Please respect other studio users and keep sound to a reasonable level.

11. Pianos and Sound Systems

Pianos and sound systems form part of the facilities, but the Hirer must specify at the time of booking if they are requested so that special instructions can be given. It is the responsibility of the Hirer to ascertain the conditions of the piano(s) at the time of hire. No equipment may be moved from their positions. Please respect other studio users and keep sound to a reasonable level.

12. Car parking Facilities

Car parking facilities are not available at the Royal Academy of Dance. During the day special arrangements can be made for any catering vehicles if applicable notice is given to the Royal Academy of Dance 48 hours prior to the date of hiring. Vehicle registration must be given to the Royal Academy of Dance 48 hours prior to the period.

13. Supervision of the premises

The Hirer shall during the term of the Hire abide by the RAD Health & Safety Policy available at <https://www.royalacademyofdance.org/about/about-the-rad/rules-regulations-and-policies>, including:

- a) Ensuring all doors giving access from the Hired Premises shall be kept unfastened and unobstructed and immediately available for exit while the Premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the Hired Premises.
- b) For all bookings the Hirer shall provide such numbers and names of attendants and stewards as may in the opinion of the Royal Academy of Dance be necessary to secure the observance and performance of the foregoing clause of this condition.

14. Liability

- a) Under no circumstances will the Royal Academy of Dance make good or accept responsibility or liability in respect of any hiring or be responsible for.
- b) The efficient supervision of the hired premises including the effective control of children, the orderly and safe admission and departure of persons to and from the Hired Premises and the orderly and safe clearance of the Hired Premises in the case of emergency. Damage of theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the premises either by the hirer for his use or purpose or by any other person, or left with or deposit with any employee of the Royal Academy of Dance and the hirer must indemnify and hold the Royal Academy of Dance and their servants and agents harmless in respect thereof. The Royal Academy of Dance accept no liability whatsoever for any loss or damage howsoever caused to any vehicle parked in the car park.
- c) The Royal Academy of Dance shall not be liable for any loss due to any breakdown of machinery failure of the supply of electricity, leakage of water, fire, government restrictions or act of God which causes the premises to be temporarily closed or the hiring to be interrupted or cancelled.
- d) The Hirer shall be liable for and shall indemnify the Royal Academy of Dance in respect of any loss, damage or injury which may be injured by or be done or happen to the Hirer or any person or persons in his employ or any of the sub-contractors or by any other person or persons resorting to the Main Building or the Fonteyn Centre by reason of the use of the hired premises by the Hirer. The Hirer will also be liable for any injury whatsoever sustained by a third party on the Royal Academy of Dance premises, which is caused by the Hirer, his agents, servants or guests.

15. RAD Safeguarding Policy and procedures

The RAD has Safeguarding Policy and Procedures on safeguarding children and vulnerable adults. Acceptance of these Terms and Conditions of hire indicates an agreement to comply with our [Safeguarding Policy and Procedures](#).

16. Cancellation

The Royal Academy of Dance may cancel any bookings if the hire contravenes any of the terms and conditions of hire herein stipulated.

The RAD reserves the right to cancel or rearrange external bookings at any time.

17. Notice of Cancellation

Hirers should cancel bookings as soon as possible by email or in writing. The Royal Academy of Dance will apply cancellation charges according to the following periods of notice:

- a) Where no prior notification is given, the full hire fee will be charged.
- b) Where less than 48 hours' notice is given, 10% of the full hire fee will be charged.
- c) Where more than 48 hours' notice is given, a full refund of the hire fee will be given (including

deposit if applicable).

I hereby confirm to agree to the Terms & Conditions of hire as stated on this document.

Date signed

Signature

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