

## ENGLISH NATIONAL BALLET STUDIOS

### TERMS AND CONDITIONS OF STUDIO HIRE

1. Access for staff, attendees and guests is via the main foyer reception. If loading bay access is required, this must be agreed in advance.
2. Only stocking feet, tap shoes and flat bottom shoes are permitted in rehearsal studios; stiletto heels are not permitted in the studios.
3. Smoking is only permitted in clearly marked designated areas.
4. Only bottled water should be consumed in the studios unless by direct agreement with the Facilities team.
5. A list of attendees at the event (including any contractors, sub-contractors and agents) must be given to the Facilities Department prior to the event. A responsible member of the company will demonstrate details of the Company's Health & Safety arrangements including location of fire exits.
6. The Hirer will provide English National Ballet with a copy of their event plan at least 4 weeks prior to the hire.
7. The Hirer agrees to:
  - a) Observe, carry out and abide by all the general rules particular to the Venue
  - b) Keep the whole of the hired areas of the Venue clean and tidy
  - c) Take all reasonable precautions to prevent damage to the Venue and not make any alteration to the Venue
  - d) Comply with all applicable laws and regulations in connection with the Hire including (without limitation) the Health and Safety at Work Act 1974 as amended and all associated regulations and all applicable employment legislation
  - e) Ensure that the Hirer's personnel refrain from smoking and the use of illegal substances throughout the Venue
  - f) Undertake a detailed risk assessment and submit to the Company at least 4 weeks prior to the hire.
  - g) Ensure that any and all electrical equipment provided by the Company is PAT tested and compliant with the UK Electricity at Work Regulations
  - h) Provide additional First Aid provision according to the scale of the event/hire.
8. The Hirer shall not without the prior written consent of the Company:
  - a) Allow any animals (excepting assistance dogs by permission) to be brought into the Venue
  - b) Invite or allow into the Venue any person not employed, invited or engaged by the Company or the Hirer.
9. The Company agrees to:
  - a) Provide a comprehensive risk assessment for the Venue and all relevant safety documentation to the Hirer at least 4 weeks prior to the Engagement.
  - b) Be responsible for all safety considerations at the Venue for the duration of the Hire, ensuring compliance with all applicable laws and regulations including (without limitation) the Health and Safety at Work Act 1974 as amended and all associated regulations and all application employment legislation.
  - c) Provide standard First Aid provision for the Venue's usual operations.
10. The general facilities at English National Ballet Studios are shared between all hirers and the staff of English National Ballet. The changing facilities may also be shared between hirers. Please make this fact known in advance to all attending.
11. The studios are located in the operational headquarters of English National Ballet. Please respect that this is a working building.
12. The Hirer is permitted to use the specified space, changing facilities and toilets and communal areas (Ground floor). Hirers are not permitted to use or walk through any other area of the building.
13. The booking made by the Hirer should reflect the time s/he requires to set up, execute and take away the event. If the hirer uses additional hours to the booked time, the additional hours will be charged at the agreed rate per hour + VAT at the standard rate.

14. Any and all electrical equipment brought into the building must be PAT tested within the last 12 months and only be used by experienced and competent personnel.
15. All hire charges are quoted exclusive of VAT which is chargeable at the standard rate. 50% of the hire fee must be paid in advance of the hire on confirmation of booking as a non-refundable deposit with the balance paid 1 week prior to the hire start.
16. The Hirer will pay for repair or replacement of any damage caused to the building or equipment belonging to English National Ballet. The Hirer agrees that it shall be responsible in this regard too for the actions or omissions of any contractors, sub-contractors or agents it uses or employs in relation to the hire.
17. The Hirer should have their own adequate insurances in place for public liability, employers and equipment as required.
18. If the hire is cancelled more than 3 months prior to the hire, the deposit will be retained by ENB as a cancellation charge. If the hire is cancelled less than 4 weeks in advance of the hire, a cancellation charge of 75% of the total hire cost will be payable.
19. No liability shall arise either upon the Hirer to the Company or the Company to the Hirer in the event of a failure of electricity, gas, or water supplies to the building (unless supplies have been installed for the Engagement by the Client or their nominated supplier), of strike or lock-out involving the Company's or Client's personnel or suppliers to the Venue, or the closure of the Venue which shall be at the Client's discretion in the event of serious emergency or calamity, Act of God, terrorist or enemy action, instruction by a Statutory Authority or circumstances that generally cause the closure of any comparable Venue.

The party affected by a Force Majeure event shall promptly notify the other of the occurrence of such and its likely duration and the parties shall co-operate in good faith with a view to agreeing alternative means of fulfilling this Agreement wherever reasonable practicable.

20. These terms and conditions, together with the booking form, establish a legally binding agreement between the Hirer and English National Ballet and will be construed in accordance with the laws of England and Wales. If the Hirer does not comply with the terms of this contract, English National Ballet may terminate the hire immediately.

Signed on behalf of the Hirer:

Signed on behalf of English National Ballet:

NAME:.....

NAME:.....

COMPANY:.....

DATE:.....

DATE:.....