



## K ARC STUDIO HIRE - TERMS AND CONDITIONS

- This agreement forms the terms and conditions of hire of studio space by a hire (“**you**”) at K ARC Studio (“**we/ us**”).
- This agreement is solely for the hirer named on the form and is not transferable.
- These terms and conditions are periodically reviewed and may be updated from time to time. By confirming the booking, you agree that it is your responsibility to be aware of and abide by the latest version of the terms and conditions which are published at [www.karcdance.com/studio-hire/t&c](http://www.karcdance.com/studio-hire/t&c).

### 1. Booking, Amendment, and Cancellation Procedures

1.1 All reservations must be made via email to [info@karcdance.com](mailto:info@karcdance.com). Our studio’s availability is available on our website at [www.karcdance.com/studio-hire](http://www.karcdance.com/studio-hire).

1.2 All bookings must be paid for in advance and are only confirmed when:

- 1.2.1 payment has been received in full; and
- 1.2.2 you have received an email stating that the booking has been confirmed.

1.3 An invoice is raised as soon as a booking is agreed in writing via email. Once an invoice has been raised, the following will apply:

- 1.3.1 you shall receive a full refund if you cancel at least 30 days before the hire date;
- 1.3.2 you shall be liable for 50% of the invoice if you cancel at least 7 days before the hire date; and
- 1.3.3 you will not receive any refund if you cancel less than 7 days before the hire date.

1.4 All invoices must be paid immediately upon receipt.

1.5 You may amend your bookings, subject to the following:

- 1.5.1 you may move any booking to another date or start time, subject to availability, up to 7 days before the hire date;
- 1.5.2 no amendments to existing bookings are allowed within 7 days of the hire date; and
- 1.5.3 each booking may only be amended once. No further amendments of the booking are permitted.

1.6 We reserve the rights to cancel any booking (or any part of it) without refund in the event that you breach any of the terms and conditions as outlined within this agreement.

1.7 Studio times may be changed or cancelled in exceptional circumstances by K ARC Studio due to changes in the internal programme. You will be given notice of cancellation in writing as far in advance of the hire date as is reasonably practicable. In such an event, you shall be entitled to a refund of the cost of hire or an option to amend your booking to another date and time.

### 2. Studio Use Policies

2.1 You agree to comply with all regulations in respect of the permitted use of the building, including but not limited to fire and evacuation procedures, marketing, and performing rights. You agree to obtain all necessary consents including but not limited to performing rights and copyrights in connection with your usage of the studio.

2.2 You must vacate the studio promptly by the booking end time. If you, or any users or equipments connected with you or the booking remain the the studio outside of the allotted

booking period, you agree to pay us a penalty rate of £10 for each additional 15 minutes. This penalty must be paid immediately in cash.

2.3 Noise levels in the studio must be kept to a reasonable level to not disturb other users of the building. The studio door must be close whilst the studio is in use unless permission has been granted by one of our staff.

2.4 You agree to leave the facilities including the hire room and communal areas in a clean and tidy condition. All litter has to be removed from the studio and placed in the bins provided and that all equipments belonging to the studio must be restored to their original locations by the end of the hire.

2.5 We reserve the right to charge £100 penalty if the studio is not vacated in the same condition in which it was found.

2.6 No food or drink may be taken into the studio except bottled water.

2.7 Smoking is strictly prohibited anywhere in the building.

### **3. Health and Safety and Best Practice**

3.1 You are responsible for ensuring your session is run in line with current health and safety legislation and best practice guidelines. K ARC Studio takes no responsibility for the content or health and safety of classes or activities run by external hirers.

3.2 You are responsible for personal belongings of yourself and any users connected with you or the booking. We are not liable and shall not cover loss of your personal property.

3.3 Hirers are advised not to exceed the recommended studio maximum capacity set out in clause 5 below.

### **4. Location and Building Facilities**

4.1 K ARC studio is located inside a building named Shopping Place, 345 North End Road, London SW6 1NN.

4.2 There are toilets and shower facilities on site that are restricted for users of the building only. Keys to access are available on request to our staff.

### **5. Pricing and Studio Specificities**

5.1 Rates are calculated by the hour. One hour minimum hire is required, after which fractions of 30 minutes are permitted.

5.2 VAT is exempt on all bookings.

5.3 Studio Specificities

<b>Capacity</b>	<b>Dimensions</b>	<b>Features</b>	<b>Hourly rate</b>
25	9m x 6.5m (630 sq ft)	2-side mirrored walls PA system with bluetooth connection Dimmable lighting Natural light	£35

## **6. Liability**

6.1 K ARC Studio accepts no liability whether under contract law, tort or statutory provision for loss or damage to the hirer or any user connected directly or indirectly to the hirer other than that which may have been caused as a direct result of any negligence or fraudulent act or omission by us.

6.2 The hirer agrees to indemnify K ARC Studio for any loss or damage occurring to the studio, building, and/ or any facilities that have arisen out of any act, omission or negligence of the hirer or any users of the studio connected to the hirer.

6.3 The hirer or their representative must be present in the studio during the hire and exercise full supervision all users of the studio or the facilities in connection with the hirer or booking.

6.4 The hire of studio space under the terms and conditions set out in this agreement does not create any affiliation or partnership between the hirer and K ARC Studio. K ARC Studio takes no responsibility for and does not endorse the content of the activities which you carry out in its studio.

## **7. Governing law and jurisdiction**

7.1 This agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

7.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction in respect of this agreement.