

## K ARC STUDIO HIRE - TERMS AND CONDITIONS

- This agreement (the “**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 An invoice will be raised for a booking once its details have been agreed in writing with you in email. The total amount on such invoice must be paid in full at least 3 days in advance to secure your reservation with us unless agreed otherwise.
- 1.3 All bookings must be paid for in advance and are only confirmed when:
  - payment has been received in full; and
  - you have received an email stating that the booking has been confirmed.
- 1.4 Once a booking has been confirmed, the following will apply:
  - a cancellation fee of 50% of the total amount on the invoice is applicable if the booking is happening within the month of the booking date; and
  - no refund will be provided if cancellation is made within 7 days or less of the booking date.
- 1.5 All invoices must be paid immediately upon receipt.
- 1.6 You may amend your booking(s), subject to the following:
  - you may move your booking(s) to another date and/ or time, subject to availability, up to 7 days before the hire date;
  - no amendments to existing bookings are allowed within 7 days of the hire date; and
  - each booking may only be amended once. No further amendments of the booking are permitted.
- 1.7 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.

- 1.8 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 equipment connected with you or the booking remain the studio outside of the allotted booking period, you agree to pay us a penalty rate of £15 for each additional 10 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 must be removed from the studio and placed in the bins provided and that all equipment 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 on the first floor of the building at 77 East Road, London N1 6AH.

- 4.2 There are toilets facilities on site that are restricted for users of the building only. There is a separate locker room inside the studio, available for changing and short-term storage during the hire.

## 5. Pricing and Studio Specificities

- 5.1 Rates are calculated by the hour. One hour minimum hire is required, after which increments of 30 minutes are permitted.
- 5.2 VAT is exempt on all bookings.
- 5.3 Studio Specificities

Capacity	Dimension	Features	Hourly rate
50	18m x 6m (1130 sq. ft.   105 sq. m)	<ul style="list-style-type: none"> <li>• Full-length mirrored wall</li> <li>• PA system with bluetooth connection</li> <li>• Wooden floor</li> <li>• Windows with natural light</li> <li>• Overhead light rig and floor lighting</li> </ul>	£50

## 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 gross negligence or fraudulent act 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 all users of the studio or the facilities in connection with the hirer or booking.
- 6.4 The hire of the studio under the terms and conditions set out in the Agreement does not create any affiliation or partnership between you and us. We take no responsibility for and do not endorse the content of activities which you carry out in our 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.