



Studio Hire Terms and Conditions

In signing the Dance Hub Birmingham Studio Booking Form you agree to the Studio Hire Terms and Conditions below.

Please Note: The DanceXchange Ltd (DX) manages the studio diary and booking process on behalf of the **Dance Hub Birmingham CIC (DHB) registered number 12075746**. When Dance Hub Birmingham is mentioned below the Terms and Conditions, the process will be managed by The DanceXchange Ltd.

All income from studio hires will be used for the management and upkeep of the Dance Hub Birmingham Studio facilities.

Hire Charges, Deposit and Cancellation Policy

- a) The total amount payable under this agreement is stated in the signed Studio Booking Form.
- b) A 50% deposit is required on return of signed and completed agreement. Deposits are non-returnable and it is not possible for us to refund your deposit in the event of a booking cancellation. An invoice will be raised for the remaining hire charge and payment of any outstanding balance is required within 30 days of the invoice date.
- c) Cancellation by The Hirer must be confirmed in writing 14 days prior to the hire taking place. If studio space booked under this contract is unused and cancellation has not been confirmed in advance, the fee will be charged in full. You may change your booking (subject to studio availability) up to 14 days before the start of the booking
- d) VAT will be charged on all room/studio hires at the rate prevailing at the date of hire.

Hirer Obligations

On signing this agreement, the Hirer agrees:

- e) To adhere to the DHB Studio Guidelines stated in Schedule 1 at the end of this document.
- f) To sign and adhere to the DHB Code of Conduct on arrival (available in advance on request, or download a copy from the website)
- g) To arrive and depart the studio within the allotted time stated on the Booking Form. DX (on behalf of the DHB partnership) will charge extra costs if the Hirer goes over their allotted time
- h) To take responsibility for themselves and their guests and carry out a risk assessment for their activity.
- i) Not to bring electrical equipment into the DHB studio, DanceXchange, BRB or Hippodrome premises without prior discussion. The DHB partners reserve the right to confiscate or take out of use any electrical equipment brought on site that the Hippodrome Technical department classes as electrically unsafe. All electrical equipment should have a current electrical PAT certificate.
- j) Not to undertake filming or photography within the DHB studio or meeting rooms without prior discussion. Please refer to studio guidelines for our photography and filming and social media policy
- k) That any damage caused to the DHB studio, dance floor, Hippodrome building, or its contents by the Hirer, or any individuals or groups attending the Hire, is the full responsibility of The Hirer. The cost of repair or replacement will be charged to the Hirer in full. The cost of any loss of business incurred due to the damage will also be charged to The Hirer in full.

Catering and Hospitality

Any catering or hospitality requirements must be made directly with The Birmingham Hippodrome, and it is The Hirer's responsibility to negotiate this directly with The Birmingham Hippodrome.

Technical and Audio-visual Requirements

The DHB Studio is equipped with a music system and projector. Any other technical or audio-visual requests must be made directly with DX and The Birmingham Hippodrome on behalf of the DHB partnership, and it is The Hirer's responsibility to negotiate this directly with DX and The Birmingham Hippodrome.

Marketing Material

Any marketing material created by the Hirer in relation to this hire and which will use DHB's name or logo must be approved by DX prior to distribution/publication. If unsure, seek approval from DX Marketing.

Smoking

The Birmingham Hippodrome Complex is by law a No Smoking building. If a fire alarm is triggered due to individuals not complying with the smoking policy, all costs incurred by the activation will be charged in full to The Hirer.

Cancellation by DHB

DX, on behalf of the DHB partnership, reserves the right to cancel the booking in the event that:

- a) The DHB studio, DX or any part of the Hippodrome Complex is closed due to fire, dispute with employees, altercation, decoration, by order of any public authority or as a result of any circumstance beyond the reasonable control of the DHB partnership.
- b) The Hirer becomes insolvent or enters into liquidation, administration or receivership.
- c) The Hirer is more than 30 days in arrears with payment to any or all of DanceXchange, Birmingham Hippodrome or Birmingham Royal Ballet.
- d) The Hirer fails to abide by the terms of this agreement.
- e) It might prejudice the reputation of DanceXchange, Birmingham Hippodrome or Birmingham Royal Ballet.

In such an event, DHB's only liability to the Hirer shall be the refund of any deposit made in connection with the cancelled booking.

Liability of DHB

DX and the DHB partnership accept no responsibility for loss or damage to any property of The Hirer or its guests other than that which may have been caused as a direct result of any negligent or fraudulent act or omission on the part of the DHB partnership.



Schedule 1 STUDIO GUIDELINES FOR HIRERS

Please Note: The DanceXchange Ltd (DX) manages the studio diary and booking process on behalf of the **Dance Hub Birmingham CIC (DHB) registered number 120757746.**

All income from studio hires will be used for the management and upkeep of the Dance Hub Birmingham Studio facilities.

General Principles

Above all, we want everyone who uses the studios at Dance Hub Birmingham (DHB) to have a safe and enjoyable experience.

When using the studio at DHB the Hirer will:

- Only use the studio as agreed in the hire agreement for dance classes/groups/ rehearsals/auditions run by the Hirer
- Ensure that their participants do not wear outdoor shoes, heeled shoes or black soled trainers in the studio
- Ensure that their participants do not take food or drink except bottled water into the studio
- Ask participants to arrive no more than 15 minutes before the start of the session and ensure all participants have left the building by 15 minutes after the class/workshop has ended
- Take responsibility for themselves and their guests and carry out a risk assessment for their activity
- Ensure that they treat staff and other visitor/studio users with due care and respect at all times

If the Hirer consistently runs over their booked time in the studio, the Hirer will be charged in 15-minute time slots for extra time incurred.

Any damage caused to the DHB studio dance floor and premises, Hippodrome building, or its contents is the full responsibility of The Hirer and the repair or replacement will be charged in full. Any loss of business incurred due to the damage will be charged to The Hirer in full.

Safeguarding of Children and Vulnerable Adults

For activities involving children and young people or vulnerable adults, the Hirer is responsible for following good safeguarding practice, including ensuring the relevant DBS checks are in place.

We require Hirers to:

- Carry out a risk assessment that includes consideration of safeguarding and safe dance practice, particularly when working with a mixed age/ability group. This must be provided to DanceXchange on request.
- Ensure that parents/guardians of children and young people under 12 years old to stay on site
- Abide by our rules for use of changing rooms. If we have a mix of studio uses covering adults and young people, we will designate the appropriate segregated changing facilities.

- Take full responsibility for any children, young people and vulnerable adults engaging in their activity, including taking a register of participants, and making sure that medical information and emergency contacts are collected and easily accessible during the Hire.
- Comply with local authority guidelines regarding safeguarding of children. It is the Hirer's responsibility for providing their own chaperones and any licenses required for children and young people who will be performing.

For Hires involving any children or young people attending advanced level training that is aimed at an older age group, we recommend that the Hirer obtains parental/guardian consent. This is to confirm that the child is suitably trained and fit to take part in an advanced dance session aimed at adults or older children – and is in the interest of safe dance practice.

Photography and Filming

No photography or filming is to be undertaken within DHB studio without prior notice. For clarification please contact the team at [hires@dx.dance](mailto: hires@dx.dance)

Photography and/or filming in our studios for public distribution (including social media) must not contain swearing or inappropriate language, sexual content, or references to violence – this includes ensuring appropriate music, performance and clothing.

You must ensure that all participants consent and gain signed permission if necessary.

For those over 18 years old photography and/or filming is permitted only when you seek verbal permission of all participants. Signage for the studios can be provided to make clear that photography or filming will be taking place. For under 18s, see below.

Photography and/or filming of young people (under 18 years old) is only permitted with signed permission of their parents/legal guardians. DanceXchange can provide you with an example release form.

All children/young adults should be appropriately dressed in any photographs or film, the content of which must be appropriate to the age of the participants.

Particular care must be taken when it is known that a child/young person is vulnerable (e.g. subject to child protection) or with vulnerable adults.

Social Media

We would love to see what is happening in the studios. Please tag any social media content with #DHBhire (plus @dancehub_bham for Twitter). If suitable, we would be happy to share your content for our audiences to enjoy.

Health and Safety

The Hirer must have current public liability insurance.

It is the responsibility of The Hirer to carry out their own risk assessment. DanceXchange can provide a general one for DHB studio use, which should be made available to DanceXchange on request.

It is the responsibility of The Hirer to provide their own First Aider. If an accident were to occur in the studio The Hirer must complete an accident report and notification of the accident must be given to a DanceXchange staff member as soon as possible.

There will be a DHB representative in the Dance Hub Birmingham space if assistance is required and first aid equipment is available if needed

Due to fire regulations, no more than 60 people are allowed at any one time within the studio.

It is the responsibility of The Hirer to keep a register of people attending their activity/event, for use in the case of evacuation. (There will always be a Fire Marshal on the premises who will coordinate evacuation of the building should this be necessary).

No electrical equipment is to be brought onto DHB or Hippodrome premises without prior discussion with DanceXchange. Any electrical equipment must be PAT (Portable Appliance Tested).

Props

No props are to be brought onto DHB studio or Hippodrome premises without prior discussion with DanceXchange. All permitted props will be acknowledged in writing.

Large props must be delivered to the studio via the service lift, accessed via the Hippodrome Stage Door. As this entry route goes via Birmingham Royal Ballet, entry times should be coordinated with DanceXchange in advance in order to minimise disruption to staff.

If props are required, approval sign off will need to observe the following conditions:

- The hirer must organise how the props will be installed in the building (please note staff will be unable to assist).
- Dimensions: The Dance Hub Studio cannot accommodate props bigger than 2m height by 1.25m width within the studios
- If relevant, arrange proper storage for the props during the hire. DHB studio has limited storage facilities and may not be able to accommodate storage requests.
- A risk assessment must be conducted; this is the responsibility of the hirer and must be provided to DanceXchange on request
- Assurance must be given that no part of the prop has the potential to damage the dance floors or studio in a way not specified above.
- Props must be taken away promptly when the activity/event is finished and cannot not be stored on site without prior permission.
- All hires must be able to return the studios to their original condition at the end of each day of the residency to ensure no disruption to dx activities. This includes removing all props. dx will inspect studios and floors before and after each use to ensure this condition is being met.

Please be aware that unless all props have been signed off they will not be permitted for use or allowed in the building. We reserve the right to refuse permission for any props that are deemed unsuitable.

Failure to comply may lead to termination of the hire contract and compensation by the hirer for any damage caused.

Access

Access for hires includes studio access only, unless otherwise agreed in writing.

On occasion, Hirers may be given a proximity card that allows access to the Hippodrome Green Room for refreshments, subject to agreement at the point of Hire.