

# TERMS AND CONDITIONS FOR STUDIO HIRE

*Last updated 30 June 2021*

## URBAN SALSA

### 1. General - Hirer's Obligations

- a) Urban Salsa reserves the right to accept or refuse any booking.
- b) Hirers must be over the age of 21 years - (proof of age may be required).
- c) The studio may only be used for the purpose and period agreed upon between Urban Salsa and the Hirer.
- d) Hirers must allow time for set up and clean up in their booking.
- e) Your booking is not confirmed until Urban Salsa accepts your booking, payment has been made and you have received a confirmation email.
- f) No tentative bookings will be accepted.
- g) Urban Salsa representatives shall have the right of admission to the premises, at all times.
- h) Any children brought onto the premises must be supervised at all times.
- i) The hirer shall not transfer, assign, or sublet their rights in respect of the hiring.
- j) Hirers must **not** enter the premises before or after the booking times without prior permission from Urban Salsa.
- k) Please keep your belongings safe and do not bring valuables into the studio. Urban Salsa is not responsible for any loss or damage to your belongings while you are at the studio. Lost property will be given to charity if not claimed within 2 weeks.
- l) Smoking is not permitted in the studio.
- m) In the event that a dispute may arise due to its misinterpretation of the 'Terms and Conditions for Studio Hire' or any other matter contained therein, the decision of the Director of Urban Salsa shall be final and conclusive.
- n) No animals or pets permitted on the premises.
- o) There are two studio spaces for hire. The space you are allocated is specified on page 3.

### 2. Payments and Other Charges

- a) Studio hire charges must be paid in advance on a monthly basis. Due date will be stated on the invoice.
- b) Access to the studio will not be allowed unless all charges are paid in full and relevant paperwork is supplied.
- c) Urban Salsa reserves the right to revise fees and charges and conditions of hire without notice.
- d) The hirer acknowledges that if any monies are not paid by the due date, the hiring will not be accepted, and Urban Salsa shall be entitled to relet the studio.
- e) You are responsible for using Urban Salsa studio with care. You will be responsible for any damage, theft or breakages that you or your guests cause through a wilful act or negligence.
- f) If the venue is left in an unsatisfactory condition that requires additional cleaning, hirers will be charged for additional costs. Failure to comply may disqualify use in future.
- g) If a booking finishes after the agreed booking time, additional fees will be incurred. This will be calculated at the applicable rate and charged in hourly blocks or part thereof.
- h) Failure to turn off lights, air conditioning or other utilities will result in charges being incurred. This will be calculated at the applicable rate for the duration it was left running.

- i) Should an Urban Salsa representative be called out to the studio for reasons outlined below (but not limited to), a \$50.00 call out fee will be incurred by the hirer.
  - Utilities left running e.g. lights, air conditioning
  - Windows/door left open
  - If you do not pick up your key before your booking date and an Urban Salsa representative is called out to open and close the studio

### 3. Public Liability Insurance

- a) Hirers must have a cover to a level of no less than \$10million indemnifying Urban Salsa.
- b) Hirers must provide a Certificate of Currency of their Public Liability Insurance prior to the booking.
- c) Regular hirers must supply a copy of their renewal each year.
- d) Use of the studio will not be allowed if a copy of the insurance is not produced before the booking date.

### 4. Changes to Booking and Cancellations

- a) All changes to booking date/time and cancellations must be made in writing to [dance@urbansalsa.net](mailto:dance@urbansalsa.net) at least 48 hours prior to the booking date/time. Urban Salsa will re-allocate the money paid to the new date/time or provide a credit for cancellation requests.
- b) Any changes or cancellations made within 48 hours of the booking date/time will result in 100% of the amount due on that day to be forfeited.

### 5. Fire and Safety

- a) The hirer is responsible for ensuring that fire doors and emergency exits are not obstructed and access is freely available to all stairways, exits and fire escapes.
- b) Candles may only be used if secured in a glass (or similar) holder that will contain the flame if knocked over.

### 6. Keys/Access Codes

- a) Prior to the date of booking, you may be provided either a key or access code to enter the premises. You will pick up the key from the studio at the agreed time/date.
- b) If you do not pick up your key before your booking date and an Urban Salsa representative is called out to open and close the studio, there will be a \$50.00 call out fee.
- c) Hirers must keep their key/access code confidential and secure.

### 7. Alcoholic Beverages

- a) In the instance that you are holding an event at the studio and you are supplying liquor, please notify Urban Salsa at the time of the booking.
- b) You are responsible for contacting Parramatta City Council and the local police station to obtain a permit and meet any other requirements. A copy of the relevant paperwork is to be provided to [dance@urbansalsa.net](mailto:dance@urbansalsa.net) before the event.
- c) The hirer will comply at all times with the responsible and safe service of alcohol.

### 8. Cleaning

- a) The venue is to be left in a clean and tidy condition with floors swept, spills cleaned up, kitchen equipment cleaned, and all decorations and rubbish removed. Venue must be cleaned on the day/night of use.
- b) If rubbish exceeds the bin capacity, then it must be taken with you and not left on premises.
- c) Urban Salsa equipment must be put back in its original position e.g. tables and chairs, speakers and cables.

- d) Nails, screws, tape or other fastenings must not be driven into or attached to the walls, floors, furniture or fittings.
- e) Confetti, rice or glitter is not to be thrown in the studio or within the studio surrounds.
- f) No equipment owned by the hirer is to be left in the studio unless prior arrangement is made with Urban Salsa.
- g) Signs may not be displayed except on noticeboards unless prior arrangement is made with Urban Salsa.
- h) Please report to Urban Salsa if the venue is not found in a clean, tidy condition - photographic evidence would be advantageous.
- i) At the end of the hire period the Hirer must ensure that all lights, fans, heaters, air-conditioning and other appliances are turned off. Windows closed and all doors locked, and alarms set prior to leaving the venue.

## 9. Crowd Control

- a) The hirer shall be responsible for all that occurs during a hiring.
- b) At all times, your guests shall consider the amenity of its neighbours and shall take reasonable measures to ensure that adverse impact to the surrounding area do not occur.
- c) The Hirer must ensure that the number of people attending does not exceed the capacity of the premises.

## 10. Noise Restrictions

- a) Music must stop at 11.30pm on Friday and Saturday nights.
- b) Music must stop 10.00pm on weeknights and Sunday nights.
- c) Venues must be vacated by 12 midnight.
- d) Noise levels and amplified music must be kept at a reasonable level which will not disturb the local neighbours.

## 11. Charges due to breach in hiring procedures

Failure to comply with the 'Terms and Conditions of Hire' will be regarded as a breach of the agreement. Urban Salsa has the right to recover any dollar amount due in respect of such a breach.

## 12. Exclusion

Without prejudice to any legal remedies Urban Salsa may have, in the event that a hirer breaches any of the terms and conditions contained in this document, the hirer shall insofar as the law permits accept full responsibility and liability (whether in negligence or otherwise) for all loss, damage and/or injury whatsoever resulting directly and/or indirectly from the breaches.

**Applicant name:**

**Business name:**

**Studio for hire:** Studio 1

**Signature:**

**Date:**

Please return the completed form along with any supporting documents to [dance@urbansalsa.net](mailto:dance@urbansalsa.net).