

General Terms and Conditions for Studio Hire

Definitions

"Agreement" means the agreement comprised in the Booking Form and these Conditions.

"Booking" means the hire of the Studio for the Period of Booking.

"Booking Fee" means the fee payable by the Member to the Company for the Booking calculated in accordance with the Company's published, quoted or usual scale of charges.

"Company" means Mews Studios LTD.

"Conditions" means these conditions of the contract below

"Fees" means the cost to the Member for Booking and using the Studio during the period of Booking.

"Member" means the person or company who makes the studio Booking or to whom the invoice will be made out to.

"Member's Equipment" means equipment brought onto the Company's premises by the Member, or the Member's Personnel or any agent or contractor for and on behalf of the Member.

"Member's Personnel" refers to persons invited by the Member to enter the Studio during the Booking.

"Member's Participant" refers to persons who attend and/or take part in the member's event/ class at the studio.

"Operators" means the staff, freelancers or official representatives of the Company.

"Period of Booking" means the length of the booking time.

"Studio" means any dance studio(s) used by the Member, the premises and its' equipment.

"Music room" means the small rooms located in 2nd floor and 3rd floor of the academy building.

"Studio Breakdown" means a failure or breakdown or unavailability (for any reason) of the Studio which prevents the Member's use thereof in accordance with the terms hereof.



1. AGREEMENT

These Terms and Conditions alone are to apply to all facilities hired and work done by Mews Studios Ltd for the Member and by purchasing/ signing up to our membership and continuing with the monthly payments (unless terminated otherwise), you acknowledge and confirm that you have understood and agreed to comply with the terms and conditions contained within this document.

2. BOOKING

2.1 Priority booking is only applicable to Members who have signed up to Monthly Invoicing Plan or Discounted Bookings Plan and members must notify the company in writing in advance and via email of all the dates/ times and studios they wish to reserve. The company does not take any responsibility if the studio/s is booked by another member prior to signing up to the membership.

2.2 One month's notice must be given in writing via email for any amendments or cancellations to the Booking Period.

2.3 Invoiced and paid for bookings can only be moved to another date with 1 month's notice via email, no credit or refund is applicable.

2.4 Members cannot move bookings with less than 1 month's notice, even if the invoiced booking has been paid.

2.5 The Company reserves the right to increase or decrease fees during the membership contract.

2.6 it is the Member's responsibility to notify the Company of dates and studios they wish to reserve their regular slots (up to 2 years in advance) as part of their memberships which includes priority booking.

2.7 Our dance studios to hire are open daily 9am to 10pm. We are able to open earlier and close later on special request. Any additional hours will be charged at the peak time rates.

2.8 Peak time is Monday to Thursday 5pm to 10pm and Friday to Sunday 10am to 10pm. Off peak times are Monday to Thursday 10am to 5pm.

3. STUDIO FACILITIES

Dimensions And Capacities Of The Studio

The Balcony Studio: 18m x 5.5m | Capacity 20 – 35 people

The Lounge Studio: 8.m x 5.5m | Capacity 10 – 20 people

The Solo Studio: 5.5m x 5.5m | Capacity 1 – 12 people

The Office Studio: 5.5m x 5.5m | Capacity 1 – 12 people

3.1 The Company shall make the Studio and the Operators available to the Member for the Period of Booking. The Member shall only permit people directly involved in the Member booking to enter the Studio and only during the Booking Period. The Company reserves the right to require any person not involved with Member to leave the Studio.

3.2 The Member hereby acknowledges that it shall be responsible for:

- 3.2.1 ensuring the suitability of the Studio for the Member's purpose
- 3.2.2 ensuring that the Member's Equipment shall be acceptable (Member is required to notify via email in order for listed equipment to be checked and authorised only by the Company) for use in the Studio.

3.3 All studio equipment e.g pianos, audio system must not be moved without written consent prior to the Booking Period. In the event any damage is caused to the Studio's equipment/s,walls, floors and ceilings by the Member, Member Personnel or Member's Participants, the Member will be liable.

3.4 Car parking facilities are not available at the Company, however street parking is available on Bayham Street, Pratt Street, Camden Street, Plender Street.

Tariff: £2.75 p/h per hour, Duration: 2 hours, Controlled hours: Mon-Fri 08:30-18:30, Sat-Sun 09:30-17:30

3.5 Mews Studios Ltd. takes no responsibility for any Members, Member Personnel or Member Participant that park on Pratt Mews.

3.6 The Company will/can supply yoga mats, tables and chairs upon request and on a first come first served basis

4. THE FEES

4.1 Members shall, upon receipt of the Company's invoice, pay Fees and any other sums payable by the terms of this Agreement by 29th of each month, before the Period of Booking starts. Failure to pay may result in denied entry to the studios.

4.2 Any additional expenses or Fees that have been accrued by the Members, must be paid upfront (cannot be invoiced) on the day or before the Period of Booking ends.

4.3 The Member shall be liable to pay interest on any overdue sums (past 29th of every month) and payable to the Company from time to time at the rate of eight per cent (8%) per month.

4.4 The Fees shall not be reduced or refunded on account of:

- 3.3.1 the Member's failure to use the Studio for any or all of the Period of Booking
- 3.3.2 the Member's cancellation of the Booking or any part thereof unless one month's notice prior to the Booking Period is given in writing either via email or in paper form via post:
- 3.3.3 the Member's invoice has been paid in full as this is non refundable.

4.5 The Company is currently exempt from VAT.

5. THE MEMBER'S, PERSONNEL RESPONSIBILITY AND EQUIPMENT

5.1 The Member hereby warrants, undertakes and agrees that it shall procure that each of the Member's Personnel shall abide by the Studio's rules, regulations and health and safety policy and that it shall be responsible:

- 5.1.1 for the actions of the Member's Personnel upon the Company's premises
- 5.1.2 for any and all injury, loss or damage to any person's equipment or premises caused by any act or omission of the Member's Personnel.
- 5.1.3 for the cost of the hire of any Member's Equipment
- 5.1.4 for any costs and expenses incurred by the Company on behalf of the Member at the Member's request
- 5.1.5 for any and all loss or damage to the Member's Equipment which shall be at the sole risk of the Member

5.2 The Member shall vacate the Studio and remove all Members' Equipment at the end of the Period of Booking.

5.3 Should the Member's equipment not be collected within a 4 week period after the booking, the Company shall be entitled to destroy, or otherwise dispose of the Member's Equipment as the Company sees fit, without further notice or warning.

5.4 The Company reserves the right to charge for storage should you the Member require to store their equipment in the Company's premises on a long term basis.

5.5 All items left at the premises are at the owner's/ member's risk and the company will not be liable for or cover loss for personal/ commercial property brought into the building.

5.6 Members need to have their own insurance to cover any situation involving loss or injury to a member of the public as a result of their own activities.

5.7 The Member warrants that nothing whatever shall take place in the studios which constitutes a breach or infringement of any copyright or which shall be in any way illegal, scandalous, obscene or libellous and the Member will indemnify the Company against any liability in respect thereof and shall pay all costs and expenses which may be incurred by the Company in reference to any such claim. The indemnity shall extend to any amount paid on a lawyer's advice in respect of any such claim.

6. NOISE LEVELS

6.1 The Member shall be responsible for noise levels within the Studio.

6.2 High noise levels shall not be sustained for long periods.

6.3 The Company hereby reserves the right to take such action as it may deem appropriate to maintain tolerable noise levels and that no claim shall lie against the Company in respect of inconvenience or time lost in the event of such action

6.4 the Member shall follow the rules of "KEEP SOUND LEVELS DOWN" when in the communal areas i.e Lounge area, hallways and stairways and instruct the Member's Personnel to do the same in order to be respectful of other studios users and to not disturb them.

6.6 Verbal and/ or physical abuse and/ or any form of profanity will not be tolerated by the Company and if found in the act, the Member and/or Member Personnel will be required to vacate the premises promptly.

6.7 Office Studio is not suitable for heavy footing such as Tap, Classical Indian dance, Stage Combat, Flamenco or Jumping, please refrain for booking this studio if these conditions are met. Members that book the Office Studio will be presumed to be aware of these restrictions as laid out here in this document and our online booking system, and if found in violation of the noise limitations, will be asked to leave the studio without entitlement to a refund.

7. INDEMNITY

The Member hereby agrees and undertakes to the Company that it shall indemnify the Company against any injury loss, damage costs and/or expenses suffered by the Company arising from:

7.1 the Member's cancellation of the Booking including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking

7.2 the Member's breach of any of the warranties undertakings or agreements on its part to be observed or performed by the terms of this Agreement.

8. STUDIO RULES

8.1 No food and drink (non alcoholic or alcoholic) is allowed in any of the studios, only bottled water.

8.2 Any Member and/or Member personnel found in the studios outside of the time of booking, will incur an automatic penalty charge of £20 and charged to the booker's account and/or added to their Member's invoice.

8.3 Any Member and/or Member personnel found in the studios with food and/ or drink that is not bottled water, will incur an automatic penalty charge of £20 and charged to the member's account.

8.4 Members are required to take into account the set up and pack down time into their booking, to avoid running over into another booking time.

8.5 Should the Member overrun their Booking Period into another Member's booking, a penalty fee of £60 will be charged automatically to the member's account.

8.6 The Member and Member Personnel agree not to bring dangerous or hazardous items in to the Studio and/ or premises and remove any items promptly when requested by Operators.

8.7 After the Booking Period the Member and/ or Member Personnel must leave the premises in a clean and orderly state. If the premises are not left in such a state, the Company reserves the right to charge £100 for cleaning.

8.8 By entering a contract with Mews Studios the Member agrees to comply with the studio policies that forbid all discrimination on grounds of race, gender, religion or disability. Members found to be in breach of this clause shall have their booking cancelled immediately and will be asked to leave the premises.

8.9 The use of candles, incense, and/or open flames of any kind inside any the building and studios is strictly prohibited. Even if the candle is being used for fragrance only and the wick is not burned, it is prohibited. Battery operated wax scented candle products are available and permitted.

8.10 Members are advised not to exceed the recommended studio maximum capacity.

9. COMPANY'S GENERAL LIABILITY

9.1 The Member acknowledges that its use of the Studio is entirely at its your sole risk. Under no circumstances will the Company, Operators and affiliates, and their respective owners be liable to a Member for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages or losses (including without limitation loss of profits, goodwill, use, data, or other intangible losses), whether based in contract, tort, strict liability, or otherwise, arising out of or in connection with use of the Studio, whether or not the Company has been advised of the possibility of such damages or loss.

9.2 Notwithstanding any other provision contained within this Agreement the Company shall not be liable to the Member or the Member's Personnel for any:

- 9.2.1 indirect or consequential loss or damage
- 9.2.2 economic loss including without limitation any loss of profits or goodwill or anticipated savings arising from any fault in the Studio or any act or omission of the Company its Operators or agents in respect of this Agreement

9.3 The Company's liability under this Agreement shall be to the exclusion of all other liability to the Member whether contractual, tortious or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

9.4 The Member accepts as reasonable that the Company's total liability in respect of the Booking shall be as set out in this Agreement: in fixing those limits the Member and the Company have had regard to the price and nature of the Booking and the use of the Studio and the terms hereof, and the level of expenses expected to be incurred by the Member in respect thereof and the resources available to each party including insurance cover, to meet any liability.

10. FORCE MAJEURE

Notwithstanding any other term of this Agreement the Company shall not be under any liability for any failure to perform any of its' obligations under this Agreement due to Force Majeure. Following notification by the Company to the Member of such cause, the Company shall be allowed a reasonable extension of time for the performance of its obligations. For the purpose of this Condition, 'Force Majeure' means: Act of God, explosion, flood, tempest, fire or accident; War or threat of war, sabotage, insurrection, civil disturbance or requisition; Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

11. MISCELLANEOUS

11.1 The Member shall procure that neither the Member nor any of the Member's Personnel shall be held out as an agent/representation of or pledge the credit of the Company.

11.2 This Agreement constitutes the entire agreement between the parties and neither party shall be bound by any other statement or representation made to the other.

11.3 In the event that any part of this Agreement shall be held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction then the balance thereof shall remain in full force and effect

11.4 All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by email to the address of the applicable party specified on the Booking Form on the date of delivery or if sent by recorded delivery post to such address within two (2) working days of posting.

11.5 This agreement shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English and Welsh Courts.

11.6 By making a booking in person, via the Internet or by telephone, the Member agrees to and is bound by the terms & conditions of this agreement.

11.7 Disabled access is only accessible to the ground floor only via a ramp. Please notify us in advance if you require the ramp to be assembled. The only studio on the ground floor is our Lounge Studio and hence the only one suitable if disabled access is required.

12. TERMINATION OF CONTRACT

Should the Member request to terminate their contract, we require at least one month's notice in writing.

On the date of the termination request, any dates that fall within the month's notice must be paid for.

Mews Studios LTD reserves the right to terminate the Member's contract should the Member be in breach of any terms and conditions.

If we terminate your agreement for any serious reason we reserve the right to retain a proportion/ or all of the money/ deposit which you have paid to us under this agreement to cover any reasonable costs we have incurred as a result.

13. FIRE ESCAPE

Member, personnel and participants should not place anything in a position that obstructs access to the fire extinguishers or exits from the room. Upon discovery of a fire, users should notify reception immediately. Upon hearing a fire/smoke alarm, all music being played within a studio must immediately cease. All users should vacate the studios and assemble on Pratt Street by OZDILLER shop on 11 Pratt Street, NW1 0AE ideally using the main corridor used for entering the studios.

In the event of an emergency evacuation, the Member must notify Company of any members of their personnel or participants who have not been accounted for.

14. HEALTH AND SAFETY

14.1 The Member agrees to abide by the strict rules and regulations as imposed by the Company in regards to Health and Safety. Members are responsible for ensuring their booking is run in line with current health and safety legislation and best practice guidelines. This includes following evacuation protocol, abiding by the signage posted within the facilities and the prevention of dangerous or hazardous activity or the use of hazardous or dangerous equipment or substances within the Premises. The Company takes no responsibility for the content or health and safety of classes/bookings run by members,

14.2 If, in the opinion of Company, any item brought onto the premises by the Member and/or Member personnel and Participants constitute a danger/risk, they may be required to remove it. Company will not accept responsibility or liability in respect of injury caused by any item brought onto the premises by the Member, Member personnel and/or Member participants.

14.3 Nothing flammable shall be brought onto the premises without the prior consent in writing of the Company. Details must be supplied of any flammable items at the earliest opportunity and agreement must be reached at least seven days before the booking takes place. Should Mews Studios insurers levy a charge for the additional flammable item(s), that charge will be passed on to the Member

14.4 Company has a no smoking policy in all areas. Smokes alarms are in place and any one found smoking will be asked to leave the premises immediately. Please see signs for fire exits and emergency evacuations procedures.

14.5 If the Member intends to use smoke/Fog machine(s) during the hire, arrangements must be made in advance of the booking date. Company has the right to forbid any Smoke/fog machines onto the Premises.

14.6 The Member is responsible for ensuring that the space booked is large enough to accommodate the Member's Participants. Company will intervene if it is believed that the Member intends to allow persons in excess of the room capacity

into the studio. Mews Studios has the right in this instance to refuse entry to the Member, or related guests and terminate the booking if necessary. In this situation, no refund will be issued.

14.7 Upon arrival at the Premises, the Member becomes the nominated person for their party during the studio hire. If the Member is not present at the booking, they must notify Mews Studios prior to the booking of the nominated person.

14.8 The first aid kit and accident book is kept at reception. Should a Member and/or member's participant/ personnel, in your booking sustain an injury, Office Manager / reception staff are emergency first aid trained but please note they can only assist you on site and will not be able to leave the premises.

14.9 The Member is responsible for providing adequate supervision of children and other vulnerable people at all times whilst on the premises. The Member will ensure that no person under the age of eighteen shall be left in a studio without adult supervision at any time.

14.10 If a booking involves participants/ personnels who are under the age of 18 or classed as vulnerable adults the member is responsible for ensuring that the relevant DBS checks have been obtained.