

Studio Hire Terms and Conditions - Birmingham

In signing the FABRIC Studio Booking Form, you agree to FABRIC CIO. Studio Hire Terms and Conditions for Birmingham, below.

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:

- a) To adhere to the FABRIC Studio Guidelines attached as schedule 1
- b) To sign and adhere to the FABRIC Code of Conduct on arrival (available in advance on request)
- c) To arrive and depart the studio within the allotted time stated on the Booking Form. FABRIC will charge extra costing if the Hirer goes over their allotted time
- d) To take responsibility for themselves and their guests and carry out a risk assessment for their activity.
- e) Not to bring electrical equipment onto FABRIC or Hippodrome premises without prior discussion with FABRIC. FABRIC reserves 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.
- f) Not to undertake filming or photography within FABRIC premises without prior discussion with FABRIC. Please refer to studio guidelines for our photography and filming and social media policy
- g) That any damage caused to the FABRIC studios, dance floor, Birmingham 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 FABRIC Studios are each equipped with a music system. Any other technical or audio-visual requests must be made directly with FABRIC and The Birmingham Hippodrome, and it is The Hirer's responsibility to negotiate this directly with FABRIC and The Birmingham Hippodrome.

Marketing Material

Any marketing material created by the Hirer in relation to this hire and which will use FABRIC's name or logo must be approved by FABRIC prior to distribution/publication. The name

FABRIC must be correctly spelled and the company address referred to as 'FABRIC, Birmingham Hippodrome, Thorp Street, Birmingham B5 4TB'. If unsure, seek approval from FABRIC 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 FABRIC

FABRIC reserves the right to cancel the booking in the event that:

- a) FABRIC 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 FABRIC Ltd.
- 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 FABRIC, 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 FABRIC, Birmingham Hippodrome or Birmingham Royal Ballet.

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

Liability of FABRIC

FABRIC accepts 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 of FABRIC.

Schedule 1

FABRIC STUDIO GUIDELINES FOR HIRERS - BIRMINGHAM

General Principles

Above all, we want everyone who uses the studios at FABRIC to have a safe and enjoyable experience.

When using a studio(s) at FABRIC the Hirer will:

- Only use the studios 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 any FABRIC studio
- Ensure that their participants do not take food or drink except bottled water into the studios
- 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 FABRIC staff and other visitors/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 FABRIC 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 FABRIC 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 – Over 18s

No professional photography or filming is to be undertaken within FABRIC studios without prior notice to the FABRIC Marketing Department. For clarification please contact the marketing team at marketing@FABRIC.org.uk

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

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

Photography and filming should be sensitive to religious and cultural beliefs and you must ensure that all participants consent.

Photography and Filming – Young People (under 18) and Vulnerable Adults Photography and/or filming for personal or professional use of young people is only permitted with signed permission of their parents/legal guardians. FABRIC 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 (individuals with physical, sensory, learning disabilities).

Content restrictions (e.g. language) and guidance as for over 18s, listed in the section above, also apply.

Social Media

We would love to see what is happening in the studios. Please tag any social media content with #FABRIC (plus @FABRIC for Twitter and Facebook and @FABRIC_ on Instagram). If suitable, we would be happy to share your content on our social media profiles 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. FABRIC can provide a general one for studio use, which should be made available to FABRIC 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 FABRIC staff member as soon as possible.

There will be a FABRIC representative on Level 5 if assistance is required and first aid equipment is available if needed

Due to fire regulations, no more than 30 people are allowed at any one time within a single 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 FABRIC or Hippodrome premises without prior discussion with FABRIC. Any electrical equipment must be PAT (Portable Appliance Tested).

Props

No props are to be brought onto FABRIC or Hippodrome premises without prior discussion with FABRIC. 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 the Level 5 FABRIC offices, entry times should be coordinated with FABRIC in advance in order to minimise disruption to FABRIC 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 that FABRIC staff will be unable to assist).
- Dimensions: FABRIC 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. FABRIC has limited storage facilities and may not be able to accommodate all storage requests.
- A risk assessment must be conducted; this is the responsibility of the hirer and must be provided to FABRIC 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 FABRIC activities. This includes removing all props. FABRIC 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.

The Hirer will not be allowed access to the FABRIC offices on Level 5.

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.