



STUDIO HIRE TERMS & CONDITIONS FOR INSTRUCTORS TEACHING CLASSES

1. Services ("the Services")

The Hirer will provide classes at Blue Butterfly Studios to be administered and delivered by the hirer. Such services are to be provided using reasonable skill and care. Classes carried out by the hirer must be carried out in accordance with these Terms & Conditions.

2. Hirer's Obligations

- 2.1 The Hirer will provide classes at times to be arranged and agreed with Amy Fern- Managing Director of Blue Butterfly Dance Company Limited. The hirer will decide the content of the classes.
- 2.2 The hirer must hold the relevant accreditation from the appropriate body to carry out the specific class.
- 2.3 The hirer will provide classes in accordance with the highest standards of safety and shall in any event comply at all times with the statutory legislative provisions for Health and Safety.
- 2.4 The hirer agrees to carry out the Services in an expert and diligent manner and to provide his or her services to the best of their ability and skill.
- 2.5 The hirer agrees to the best of their ability, promptly and faithfully to comply with and observe all lawful and proper statutory legislative provisions which relate to smoking, security, harassment and discrimination whilst on the premises.
- 2.6 The hirer shall, at the end of the hire period, leave the studios in a reasonable tidy condition, all equipment being returned to the correct place of storage. All rubbish should be placed in a bin.
- 2.7 The hirer must provide Blue Butterfly Studios with copies of the following:
 - a) Adequate insurance in respect of Public Liability Insurance coverage to a minimum value of £5 million with an insurance office of repute to protect themselves against any liabilities arising during their classes.
 - b) where appropriate take out and maintain adequate Employer's Liability Insurance coverage (minimum £2 million cover) with an insurance office of repute to protect themselves against any liabilities arising.
 - c) DBS Certificates for any instructors teaching classes to under 18's or vulnerable adults
 - d) Provide evidence that instructors hold a First Aid Qualification.
 - e) Provide a Risk Assessment where applicable
- 2.9 If the hirer has agreed to undertake the Services and is unable to do so due to circumstances beyond his or her control or does not wish to attend in person for any reason, and provides a suitable qualified and experienced alternative person as he or she may from time to time deem appropriate to teach the class he or she has agreed to undertake. The alternative person must:
 - be suitably qualified
 - be suitably experienced
 - hold an equivalent policy of insurance to that held by the Supplier
 - wear an acceptable standard of attire as described in this Agreement
 - demonstrate a professional attitude

The hirer must notify Blue Butterfly Dance Company Ltd of any change in instructor and provide details of the name of the instructor together with evidence of their qualifications, public and employers insurances if appropriate as listed above.

- 2.10 The hirer will notify Blue Butterfly Dance Company Ltd at least two weeks prior to any planned absence in order that the Studios can satisfy itself of the criteria for the alternative person set out in clause 2.9.
- 2.11 No use may be made of equipment such as stereo systems without specific permission.
- 2.12 The hirer shall indemnify Blue Butterfly Studios against all claims for damages, compensation and/or costs in respect of:
- i) bodily injury or illness to Third Parties, and/or
 - ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
- 2.13 The Hirer shall be responsible for loss or damage to the Blue Butterfly Studios premises and contents.
- 2.14 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets.
- 2.15 The Hirer may not assign or sub-let the hire.
- 2.16 Upon request, the hirer must detail exact what they will be using the studio for and in particular what dance style and any specific footwear which is to be worn. We reserve the right to cancel hire if footwear has not been agreed especially if it's the type of footwear which might damage our studio flooring.
- 2.17 The Hirer will only enter the studio at the agreed hire times and must vacate the studio and the agreed finish time.

3. Blue Butterfly Dance Company Ltd Obligations

- 3.1 Blue Butterfly Dance Company Ltd will provide studios for shared use which will be within the control of the hirer as to the manner in which services are provided.
- 3.2 Blue Butterfly Dance Company Ltd may share information about your classes on its Social Media Platforms and/or website as long as there is no conflict of interest with Blue Butterfly Studios classes and/or other hirers classes. We always aim to provide exclusivity to our hirers. It is at our discretion if we choose to market any hirers classes which are the same or similar to other classes on our timetable.

4. Fee, Invoices and Payment

- 4.1 For studio hire the Hirer will pay to Blue Butterfly Dance Company Ltd the following rates:

Studio Hire Costs	Rate
Studio 1	£22.50 per hour
Studio 2	£17.50 per hour
Studio 3	£30.00 per hour
	Costs are inclusive of VAT

- 4.3 Hire charges will be expected to be paid no later than the 1st day of the month in which you are hiring.
- 4.4 The hirer acknowledges that in the event that the hirer cancels the hiring any refund of monies already paid will not be refunded.

- 4.5 Blue Butterfly Dance Company Ltd reserves the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the hirer, or resulting from the hirer failing to vacate the premises by the time stipulated on the booking.

5. Termination

- 5.1 Either party shall have the right at any time to terminate this Agreement by not less than one month's notice to the other party. In addition, Blue Butterfly Dance Company Ltd shall have the right to terminate this Agreement at any time.
- 5.2 The Hirer shall have no claim against Blue Butterfly Dance Company Ltd in respect of the termination stated in 5.1.

6. Tax Liabilities

- 6.1 It is hereby declared that it is the intention of the parties that the Hirer shall have the status of a self-employed person and shall be responsible for all income tax liabilities and appropriate National Insurance Contributions or similar contributions in respect to his or her fees.

7. Data Protection

- 7.1 Blue Butterfly Dance Company Ltd and the Hirer agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any subsequent amendments thereto.

8. No Employment

- 8.1 Nothing in this Agreement shall render or be deemed to render the Hirer an employee or agent of Blue Butterfly Dance Company Ltd. This Agreement does not create any mutuality of obligation between the Hirer and Blue Butterfly Dance Company Ltd.

9. Emergency evacuation procedures

- 9.1 Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

10. Smoking

- 10.1 No smoking is allowed on site.

11. Food on Site

- 11.1 Food must not be taken into/eaten in the dance studios.