

ROYAL ACADEMY OF DANCE

Royal Academy of Dance Enterprises Venue Hire Terms & conditions

1. Terminology

"The Hired Premises" shall mean the Royal Academy of Dance global headquarters, 188 York Road, London, SW11 3JZ.

"The Hirer" shall mean the company named on this venue hire agreement who has applied to use the Hired Premises.

"The Applicant" shall mean the person representing the Hirer, named on this venue hire agreement who has applied to use the Hired Premises.

"The Organisation" shall mean the committee, association, company, club, society or other group of whatsoever kind, whether incorporated or not, named on the face of this booking form and under whose auspices the function is to be held.

"The function" shall mean the event or activity to be held in the space(s) detailed in this venue hire agreement.

"RADE" shall mean the Royal Academy of Dance Enterprises.

"RAD" shall mean the Royal Academy of Dance.

2. The Applicant

The Applicant must be over 18 years of age and shall be the person who signs the venue hire agreement. The Applicant shall be responsible for the payment of the fees payable in respect of hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of The Applicant to be observed and performed.

3. The Hired Premises

The Hired Premises consist of the hire of the contracted studio(s) or room(s) for the time stipulated, and to the common areas within the Building. The common areas are defined as hallways, corridors, stairways and waiting areas only.

4. Limitations on Hiring

- a. RADE reserves absolute discretion to accept or refuse a booking for any reason.
- b. Hirers must comply with UK laws and regulations at all times.
- c. RADE will hire its' facilities for activity which aligns with RAD's mission and values, positively promoting dance, arts, cultural activities, community engagement, education, or other positive social impacts.
- d. RADE will consider hiring to activity/organisations outside of this remit on a case-by-case basis.
- e. Any content promoting violence, discrimination, illegal activities, or activities that could harm RAD's reputation are prohibited. Discrimination refers to race, colour, religion, gender, sexual orientation, national origin, age, disability, or any other protected characteristic.
- f. RAD and RADE has Safeguarding Policy and Procedures for safeguarding children and vulnerable adults. Hirers must comply with our Safeguarding Policy and Procedures. Please read our policy on this page: [United Kingdom | Our policies \(royalacademyofdance.org\)](https://royalacademyofdance.org/United-Kingdom-Our-policies)
- g. If RADE suspect that the Hirer has been engaged in any activity that breaches any of the terms in this contract, RADE has the right to cancel the booking at any time.

5. Application process

- a. When a booking enquiry is received (individual or organisation), RAD's Events Team will conduct an initial review.
- b. Charity and non-profit organisations must provide proof of charity or non-profit status.
- c. Community groups must provide a statement of purpose and the nature of the event.
- d. Applicants will be evaluated based on suitability.

- e. Applicants will be notified if RAD take the decision not to proceed with a booking.
- f. Applicants who are denied may request reconsideration by submitting additional information or clarification within 5 working days of the decision.
- g. RAD's Events Team will review the reconsideration request and issue a final decision within 5 working days. RAD and RADE are not required to give an explanation regarding the refusal of any bookings.
- h. RADE has the right to cancel the booking at any time in the event the Hirer breaches any of the terms in this contract. This includes any suspected allegations of a breach.

6. Safeguarding Policy and procedures

- a. RAD and RADE has Safeguarding Policy and Procedures for safeguarding children and vulnerable adults. Hirers must agree to comply with our Safeguarding Policy and Procedures. Please read our policy on this page: [United Kingdom | Our policies \(royalacademyofdance.org\)](https://royalacademyofdance.org)
- b. The Applicant must confirm that anyone who will be working at the Hired Premises with participants below the age of 18 or vulnerable adults in any capacity (including but not limited to teachers, instructors, accompanists, chaperones etc) holds an appropriate Enhanced Disclosure from the Disclosure and Barring Service and which has been issued within the last three years. This requirement applies whether parents, guardians and/or carers are present or not.
- c. It is the Hirer's responsibility to ensure children and vulnerable adults involved in their event have the correct licensing in-place, and are safeguarded at all times.
- d. If RAD or RADE has any safeguarding concerns relating to the Applicant or the Hirer, whether they be historical or current, RADE has the right to reject the Applicant's application, or cancel the Hirer's booking at any time. This includes allegations of suspected behaviour.
- e. The Hirer should be aware that some studios are visible to nearby apartments and residents, particularly at night. As such, there may be individuals who can see into the studio and, in rare cases, could potentially film. Blinds are available on the windows and may be used at your discretion to ensure privacy and comfort. Should any inappropriate content arise, and if made aware, the RAD will act promptly to request its removal and address the situation accordingly.

7. Behaviour and Conduct

- a. The Applicant shall undertake, both on their own behalf and on behalf of the organisation, to accept full responsibility for the behaviour and conduct of all those present, whether by invitation or otherwise.
- b. Hirers must never knowingly engage in any corrupt or unethical practice that may negatively affect the reputation of the RAD.
- c. Hirers must observe and uphold all rules, regulations, values and policies of the RAD, as notified to them or published by the RAD.
- d. Hirers must observe and uphold the principles of fairness, equality and professionalism.
- e. If RAD or RADE suspects or is notified of a breach of any of these terms, RADE retains the right to cancel the booking contract with no liability.
- f. As above, if RAD or RADE has any safeguarding concerns relating to the Applicant or the Hirer, whether they be historical or current, RAD has the right to reject the Applicant's application, or cancel the Hirer's booking at any time. This includes allegations of suspected behaviour.

8. Health and Safety

- a. The Hirer must abide by RAD's Health and Safety Policy and Procedures which can be found on this page: [United Kingdom | Our policies \(royalacademyofdance.org\)](https://www.royalacademyofdance.org/our-policies)
- b. Noise Levels: Events must comply with local noise ordinances and RAD's noise policies.

9. The Hirer's Personnel and Insurance

- a. The Applicant must submit to RADE at least 7 working days to the commencement of the hiring period, the names of the Hirer's personnel and the number of attendees/guests. The Hirer cannot exceed RADE's stated capacity limits for the hire of the Hired Premises.
- b. RADE reserves the right to cancel the booking where the numbers in attendance grossly exceed those notified, within the Health & Safety guidelines, defined for the space.
- c. The Applicant must submit to RADE at least 7 working days to the commencement of the hiring period, the proof of public liability insurance.

10. Hirer's Equipment

- a. For all bookings the Hirer must provide RADE with a list of equipment to be used in the Hired Premises and the relevant Portable Appliance Certificates (PAT), indicating proof of testing, at least 7 working days prior to the date of the function. Hirers providing their own equipment should arrange their own separate insurance cover.
Please respect other building users and keep sound to a reasonable level.

11. Care of the Hired Premises

- a. No nails, tacks, screws, etc. shall be driven into the walls, floors, ceilings, furniture or fittings.
- b. All equipment, tables, chairs must be carried, and must not be dragged across the floors.
- c. If any areas are designated for use as a kitchen for the purpose of the hire, hirers must ensure that the entire floor area is covered.
- d. Equipment for use in the designated kitchen areas should not be brought into the studios until such covering is laid.
- e. Stilettos, pointed heels and dirty shoes/boots should be removed before entering the studios and theatre. Trainers with black soles must not be worn.
- f. No food or drink to be taken into studios or theatre.
- g. Low tack/masking tape may only be used to mark out floors, (please ask at Reception).
- h. RAD reserves the right to refuse other types of footwear should there be a risk of damage to the floor.
- i. All rooms must be vacated at the stated hour, and must be left in a clean and proper state.
- j. All furniture, which has been removed, must be returned to its original layout.
- k. RADE reserves the right to charge in full for loss or damage to RADE property caused by visitors and guests. Any such charges will be added to the Hirer's account.
- l. Pianos and Sound Systems: Pianos and sound systems form part of the facilities, but the Hirer must specify at the time of booking if they are requested so that special instructions can be given. It is the responsibility of the Hirer to ascertain the conditions of the piano(s) at the time of hire. No equipment may be moved from their positions. Please respect other building users and keep sound to a reasonable level.
- m. Please note that the hire of the Aud Jepsen Studio Theatre comes with a Steinway Model B grand piano, positioned downstage right. If the client wishes for the piano to be moved, within or outside of the

- space, this is subject to space availability and additional cost. The hirer must request this at least 30 days prior to hire.
- n. The Hirer is not permitted to change or alter in any way the fixed lighting rig in the Aud Jepsen Studio Theatre. Should there be any unauthorised changes to the rig, the Hirer will be liable for charges to return the rig to the pre-existing state.
 - o. Hire periods must include time for the set up and set down of studio(s) or rooms(s).

12. Supervision of the Hired Premises

The Hirer shall during the term of the Hire abide by the RADE Health & Safety Policy available at

<https://www.royalacademyofdance.org/about/about-the-RADE/rules-regulations-and-policies>, including:

- a. Ensuring all doors giving access from the RADE's Premises shall be kept unfastened and unobstructed and immediately available for exit while the Premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the RADE's Premises.
- b. For all bookings the Hirer shall provide such numbers and names of attendants and stewards as may in the opinion of RADE be necessary to secure the observance and performance of the foregoing clause of this condition.
- c. Security: Depending on the nature and size of the event, additional security measures may be required, at the expense of the hirer.

13. Cleaning

- a. The Hirer shall, at the expiration of the period of hiring, leave the Hired Premises in a clean and orderly state. If the Hired Premises are not left in such a state, RADE reserves the right to charge an additional sum, or to deduct such sums as are necessary from the deposit if applicable to have all such necessary cleaning carried out.

14. Liability

- a. Under no circumstances will RADE make good or accept responsibility or liability in respect of any hiring or be responsible for.

- b. The efficient supervision of the Hired Premises including the effective control of children, the orderly and safe admission and departure of persons to and from the Hired Premises and the orderly and safe clearance of the Hired Premises in the case of emergency. Damage of theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the premises either by the hirer for his use or purpose or by any other person, or left with or deposit with any employee of RADE and the hirer must indemnify and hold RADE and their servants and agents harmless in respect thereof. RADE accept no liability whatsoever for any loss or damage howsoever caused to any vehicle parked.
- c. RADE shall not be liable for any loss due to any breakdown of machinery failure of the supply of electricity, leakage of water, fire, government restrictions or act of God which causes the premises to be temporarily closed or the hiring to be interrupted or cancelled.
- d. The Hirer shall be liable for and shall indemnify RADE in respect of any loss, damage or injury which may be injured by or be done or happen to the Hirer or any person or persons in his employ or any of the sub-contractors or by any other person or persons resorting to the Main Building by reason of the use of the Hired Premises by the Hirer. The Hirer will also be liable for any injury whatsoever sustained by a third party on the Premises, which is caused by the Hirer, his agents, servants or guests.

15. Admission to the General Public

- a. Some functions may require a special license. If such a license is required, RADE will discuss the application with the Hirer and any costs associated with the license application will be charged back to the Hirer.
- b. The RADE reserves the right in its sole discretion:-
- c. To refuse admission to any person whether or not he be the holder of a ticket for any function, and without assigning any reason; and
- d. To cancel or terminate any function at any time without notice; and in either case shall not be liable to pay to any person any damages or compensation whatsoever.

16. Capacities

The maximum number of people allowed in spaces on the Hired Premises is decided by RADE in consultation with a Fire Safety Consultant and must not be exceeded. RADE reserves the right to prohibit entry to guests and visitors if capacity is exceeded.

17. Catering (where applicable)

- a. RADE has a list of recommended suppliers. In the event the Hirer uses one of the recommended suppliers, they are requested to submit final catering numbers 14 working days prior to the event.
- b. Where a reduction from pre-booked to final numbers exceeds 20%, cancellation and/or minimum charges will apply on the excess numbers as above.
- c. If the Hirer arranges catering through another third party, they must ensure the supplier has the necessary insurance and certification.
- d. In the event of any health or food-related problems that may arise, RADE and RAD will not accept liability.

18. Car parking facilities

- a. Car parking facilities are not available at the Hired Premises. During the day, special arrangements can be made for loading and unloading for catering vehicles if notice is given to RADE 48 hours prior to the date of hiring. Vehicle registration must be given to RADE 48 hours prior to the period.

19. Sales of merchandise

- a. If a Hirer wishes to sell merchandise at the RAD, they must request this in writing no later than two weeks prior to the hire period.
- b. RAD reserves the right to refuse the sale of merchandise.
- c. The Hirer shall pay RAD 20% commission on merchandise sales. The Hirer shall provide RAD with a printed sales report at the event of the event(s) as proof of merchandise sales. RAD will invoice the Hirer for the commission after the event(s).

20. Music Licensing

- a. RAD annually obtain a music license through PRS PPL for activity and events taking place on its premises. RAD will request a music list and relevant information from the Hirer and RAD will liaise with PRS PPL on the music license for the hire. In the event that the Hirer has already obtained the necessary license, they should inform RAD as soon as possible.
- b. The cost of the music license is included in the hire, however there may be occasions where RAD re-charges additional costs back to the Hirer. In this instance RAD will inform the Hirer as soon as possible in writing.

21. Promotional Materials and Advertising

The Applicant agrees both on his own behalf and on behalf of the Organisation, not to:-

- a. Affix, reproduce or otherwise depict the RAD or RADE's crest or logo (or any crest or logo of confusingly similar appearance) on any promotional or advertising material, function material, or any other business documents;
- b. Convey the impression that the function is held with the participation of, or is endorsed by, the RAD; unless authorised in writing by RAD;
- c. The Hirer must not use the Royal Academy of Dance name or branding in any social media posts or promotional materials related to their event; unless authorised in writing by RAD;
- d. The RAD may ask the Hirer to share images or videography from the Hirer's event for the RAD to use to promote the space for hire. Sharing assets is at the discretion of the Hirer. If the Hirer chooses to share assets, RAD asks that the Hirer seeks relevant permission.

22. Payment Schedule

- a. In order to secure a booking, a non-refundable booking fee (credited to final account if event goes ahead) is required on the date(s) specified in the Booking Contract.
- b. Customers who have a credit account are required to pay any outstanding invoices within 30 days of the last day of their current booking.
- c. The Hirer may pay with, and in addition to, the fees appropriate to the hiring, such amount by way of a deposit for damage as may be determined by the Royal Academy of Dance. In the event of damage occurring during hiring, this deposit, or a requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the Hirer. Any balance not so applied will be returned to the Hirer. This requirement is at the discretion of the RADE.

23. Cancellation / Reduction

- a. In the event of rooms, catering or any other booked services being cancelled or reduced in number by the applicant, all notifications must be in writing (verbal instructions will not be accepted)
- b. If cancelled 12 months or more before the date of the event, there is no charge, other than the non-refundable booking fee, if applicable.

- c. If cancelled or reduced in number less than 12 months but more than 6 months before the date of the event, RADE reserves the right to charge 20% of the total estimated amount.
- d. If cancelled or reduced in number less than 6 months but more than 3 months before the date of the event, RADE reserves the right to charge 40% of the total estimated amount.
- e. If cancelled or reduced in number less than 3 months but more than 2 weeks before the date of the event, RADE reserves the right to charge 60% of the total estimated amount.
- f. If cancelled or reduced in number within 14 days before the date of the event, RADE reserves the right to charge 100% of the total estimated amount.
- g. If a catering-only booking is cancelled in part or in whole, a charge may be made equivalent to a percentage of all booked services and facilities as follows:
 - 50% of total charges if cancelled 7-20 days prior to event,
 - 90% of total charges if cancelled 3-6 days prior to event,
 - 100% of total charges if cancelled less than 48 hours prior to event.
- h. RADE may cancel any bookings if the hire contravenes any of the terms and conditions of hire herein stipulated.
- i. RADE reserves the right to cancel or rearrange external bookings at any time.

24. Force Majeure

The RADE shall not be liable to the Applicant for any loss, damage or expense incurred by the applicant due to circumstances outside the control of the RADE.

25. Precedence over other Terms & Conditions

These Terms & Conditions shall have precedence over any terms appearing in acknowledgements, correspondence, etc. issued by the Applicant, and such terms shall have no effect except in so far as they are consistent with these Terms & Conditions.

Signed on behalf of the Hirer by:

Name:

Title:

Date:

Signed on behalf of RADE by:

Name:

Title:

Date:

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