# Studio Hire at The Float Spa – Terms & Conditions

#### Hiring terms:

The fee is non-refundable once paid. Payment of fee infers acceptance of the terms and conditions of hire. Failure to pay fee by the due date will result in the slot being offered to another party and any monies already paid being kept as an administrative cost.

#### **Cancellation charges:**

If a date is cancelled within 3 months of hire – you will be charged the full amount for this date; if cancelled within 3-6 months of hire – 50% of the fee for each date will be invoiced; if cancelled more than 6 months from the date there will be no charge.

#### **Additional Terms**

There is a penalty of £20 if the studio is not left tidy with all chairs and equipment put back tidily. There is a limit of 28 participants allowed in a class/workshop unless otherwise agreed. No special equipment or instructions have been taken.

# THE LEGAL BIT

### (TERMS AND CONDITIONS OF HIRE)

#### **Definitions:**

The "Building" means all the premises known as The Float Spa, Hove, BN3 2PX

The "Spa" means all the persons working for or representing The Float Spa.

The "Hiring" shall mean the time allocated by the Administration to the Hirer for the use of facilities.

Please allow within the period of hire sufficient time for setting up and clearing away afterwards. If for any reason hirers are in excess of the booked time, or the booking is required to extend outside of agreed hours, then addition charges may be incurred.

#### **Application for Hire**

- (a) All applications for the hire must be confirmed in writing/email before the date of hiring.
- (b) All amendments to any aspect of this booking including cancellation must be in writing/email.

# Charges

(a) Unless stated otherwise, a non-refundable deposit of 25% must be paid for all bookings upon confirmation. The remainder of the fee must be paid at least 1 month before the date of hire. Regular long-term bookings can also be paid quarterly in advance by standing order, paying the balance for subsequent quarter and the balance for the quarter thereafter.

# Indemnity and damages

(a) The Hirer is responsible for any damage to a room or studio hired and the passages leading thereto and any of the furniture or other property therein during the continuance of the hiring and while persons are entering or leaving the building pursuant to the hiring, howsoever and by whomsoever caused and the Hirer shall pay to the Spa on demand all amounts expended by the Spa in making good such damage.

The Float Spa is a trading name of The Float Rooms Ltd, a Company registered in England and Wales under company registration number 9283829 and whose registered office is at The Old Casino, 28, Fourth Avenue, Hove, East Sussex BN3 2PJ

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- (b) The Hirer agrees to accept full responsibility for, and to indemnify the Spa against, all claims in respect of all loss or damage howsoever caused in any part of the building or the access thereto, to any person or property belonging to or in the custody, possession or control of such person who is in the building or is entering or leaving it, whether with or without the consent or knowledge of the Hirer, pursuant to the hiring.
- (c) The Spa shall not be responsible for any loss due to the breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God, which may cause the hall or room to be temporarily closed, or the hiring to be interrupted or cancelled.
- (d) The Hirer shall indemnify the Spa against any claims that may be made in respect of such loss, damage or injury.
- (e) No banners, bills or posters may be affixed to any walls or fabric of the building without the Spa's permission and no bolts, tacks, screws or like objects shall be driven into any part of the building.
- (f) All property that has been brought into the building by the Hirer or any persons on his/her behalf for the purpose of, or in connection with, the hiring must be removed immediately after the hiring by the Hirer. The Spa may remove or store any property left behind. The Hirer shall be responsible for removal or storage of said property. The Spa or its agents shall not be held responsible under any circumstances for damage to, theft of, or removal of the property whilst under storage or removal.
- (g) The Hirer at the expiration of the period of hiring shall leave the room or studio hired, together with the access thereto, in a clean and orderly state, replacing all equipment where they were found.
- (h) If instructions/keys have been given for locking up the Spa after use, the Hirer accepts responsibility for ensuring that all doors and windows are properly closed, locked and secure and that all lights, air conditioning units and additional heaters have been turned off.

#### Use of the hired Part of the Building

- (a) No exits may be blocked, chairs or other obstructions placed in corridors, or fire appliances removed or tampered with.
- (b) No additional lights or extensions from light fittings shall be used without the previous consent of the Spa.
- (c) No part of any room or hall shall be used for the sale of goods unless agreed by the Spa in writing.

## Maintenance and Order

- (a) The Hirer accepts responsibility for, and agrees to, maintain good order during the period of occupation.
- (b) The Spa reserves the right to end any meeting not properly conducted.
- (c) A right of entry to the room or studio is reserved to the Spa or its agents at all times.

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