

Studio Hire Terms and Conditions

This agreement is made between:

- (1) **Dartington Trust**, registered charity (no. 279756) of Elmhirst Centre, Dartington Trust, Dartington, Totnes, TQ9 6EL and
- (2) **Mr David Ellis, t/a Dance on Earth (Customer)**

Whereas:

The customer wishes to hold an event at Dartington.

It is agreed as follows:

1. Interpretation

1.1. Definitions. In these Conditions, the following definitions apply:

Agreement of Hire: the description or schedule of the studios being hired by the customer, agreed by Dartington Trust.

Charges: the charges payable by the customer for the hire of studios in accordance with clause 5

Commencement Date: has the meaning set out in clause 2.1

1.2. Construction. In these Conditions, the following rules apply:

- 1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2. A reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3. Any phrase introduced by the terms including, include, in particular or any similar expression, shall be constructed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.4. A reference to writing or written includes faxes and e-mails.

2. Basis of the Contract

- 2.1. The Hire shall only be deemed to be accepted when Dartington Trust issues written acceptance of the Booking Form and payment at which point and on which date the Contract shall come into existence.
- 2.2. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Dartington Trust which is not set out in the Contract.
- 2.3. Any samples, drawings, descriptive matter or advertising issued by Dartington Trust, and any descriptions or illustrations contained in Dartington Trust's catalogues or brochures, are issued or published for the sole purpose of giving as approximate idea of the Service described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course dealing.

3. Supply of Services

- 3.1. Dartington Trust shall supply the Services to the Customer in accordance with the Booking Form in all material respects.
- 3.2. Dartington Trust shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature of quality of the Service, and Dartington Trust shall notify the Customer in any such event.

4. Customer's Obligations

- 4.1. The Customer shall ensure that the terms of the Order and any information it provides in the Booking Form are complete and accurate.
- 4.2. The Customer shall ensure that final details are confirmed to Dartington Trust at least 14 days prior to arrival.
- 4.3. The Customer shall be responsible for the actions of all parties attending their event and for ensuring that they have cleared studio by end of booking and abide by Dartington Trust's no smoking policy.

5. Charges and Payment

- 5.1. The Charges for the Hire, based on standard rates, shall be calculated per day/session as detailed in the Arrangement of Hire.
- 5.2. The Customer shall pay each invoice submitted by Dartington Trust:
 - 5.2.1 Within [30] days of the date of the invoice; and
 - 5.2.2. In full and in cleared funds to a bank account nominated in writing by Dartington Trust, and Time for payment shall be of the essence of the Contract.
- 5.4 Without limiting any other right or remedy of Dartington Trust, if the Customer fails to make any payment due to Dartington Trust under the Contract by the due date for payment (Due Date), Dartington Trust shall the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Barclays Bank's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement, and compounding quarterly.

6. Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 6.1. Nothing in these Conditions shall limit or exclude Dartington Trust's liability for:
 - 6.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 6.1.2. Fraud or fraudulent misrepresentation; or
 - 6.1.3. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (titles and quiet possession).
- 6.2. Dartington Trust will not be liable for failure to perform the terms of the Contract to the extent that the failure is caused by any factor beyond its reasonable control.
- 6.3. Dartington Trust does not accept responsibility whatsoever for damage to, or theft of, vehicles parked on the hotel premises.
- 6.4. Dartington Trust does not accept responsibility whatsoever for damage to, or theft of, items bought onto Dartington Trust premises.
- 6.5. Dartington Trust reserve the right to charge for the cost of rectifying damage, caused by the deliberate, negligent or reckless act, omission, default or neglect to Dartington Trust's property or structure. Should this damage come to light after the Customer has departed, we reserve the right to send an invoice for the amount required to make good or remedy any damages.
- 6.6. Dartington Trust is not responsible for the management of events that are organised by independent organisations using its premises. Under no circumstances are private organisations employed by the Customer to facilitate the Event or the Customer itself entitled to imply a connection or affiliation either Dartington Trust.

7. Cancellation

- 7.1. An Event cancelled prior to its commencement shall incur the following charges:
 - 7.1.1. More than eight weeks prior to commencement the Deposit will be retained
 - 7.1.2. Within 8 weeks of commencement the Customer will pay 50% of the amount agreed as per the latest correspondence irrespective of the initial signed Agreement of Hire.
 - 7.1.3. Within 4 weeks of commencement the Customer will pay 100% of the amount agreed as per the latest correspondence irrespective of the initial signed Agreement of Hire.

8. General

8.1. Force Majeure:

- 8.1.1 For the purpose of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Dartington Trust including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Dartington Trust or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown

or plant or machinery, fire, flood, storm or default of suppliers or subcontractors. or changes in the business that necessitate the space no longer being available to hire.

8.1.2 If the Force Majeure Event prevents Dartington Trust from providing any of the Services an alternative location or refund of any monies already paid will be offered to the customer.

8.2 Notices: Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

8.3 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

8.4 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Dartington Trust.

8.5 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Please note Car Park charges apply for non-residential events unless previously agreed, and on signing this form, I/we accept and agree to be bound by the Terms and Conditions laid out in the conditions on the next page.

This contract must be reviewed and signed by the client and returned to Dartington Trust. For the attention of the Sales Office within 14 days of receiving the contract.

Failure to comply will be deemed as your agreement to the terms of the event and therefore the contracted terms & conditions apply.

Name:

Signed:

Date:

