



# Studio Hire term & conditions

## 1. Hire agreement

Details of room bookings will be confirmed with a written hire agreement that outlines the dates, times, fees, and payment arrangements, which will be emailed to the hirer's nominated contact person.

The booking is not confirmed until:

- the hirer has confirmed acceptance of these terms and conditions
- payment has been received (as outlined in Item 2)
- a copy of the hirer's public liability certificate of currency has been received

## 2. Bookings and payment

- For one-off or short term hire payment is required at the time of booking to secure and confirm the booking.
- For regular hire payment is required monthly upfront, setup as an automated direct debit or credit card payment. Payment must be received two business days before the start of the month.
- If payment terms are not met, we reserve the right to add a daily surcharge of 10% of the total invoice which will automatically be added. A separate invoice will be raised for any surcharges
- Any discounts are immediately disallowed if payment is not received within 7 days of the payment due date, and normal published prices will apply.
- Booking is not confirmed until the hire agreement has been signed and returned and receipt acknowledged, and first hire payment received

### Hire fee

There is a flat hourly hire fee for each studio, hen discounts are available in 10% increments for:

- off peak hire (Monday to Friday up to 6pm, Friday, Saturday and Sundays after 6pm)
- non-commercial hire (a hire is considered commercial if the hirer is earning an income from the activity)
- long term bookings (6 months or more).

Flat rates:

- Studio 1 is \$50/hour +GST
- Studio 2 is \$35/hour +GST

### Payment terms

Payment will be made before the hire period begins for short term hire, and monthly in advance for longer term hires.

## Payment method

Payment will be made via credit card or direct debit and will be deducted through our online booking system (Zen Planner).

## Payment service provider

Payments will show up on the Hirer's credit card or bank account statement as being EZI Move Through Life. Ezidebit is the payment service provider used by Dragonfly Dance.

## Dishonour fee

Please ensure there are sufficient funds in your account on the specified payments dates. If there are insufficient funds in your nominated bank account or credit card, Ezidebit will charge you a dishonour fee of \$14.80. Note, this is not a fee charged by Dragonfly Dance and is out of our control.

## Late payment fee

If your payment fails, you will receive an automatic email to advise you, containing a button to click and go into our booking system to make payment. Dragonfly Dance will charge you a 10% late payment fee if your payment fails and you do not make payment within 30 days. This fee will be deducted from your account along with your regular hire payment.

## Credit Card surcharge

There is a 2.2% surcharge for credit card payments, as this is the fee Ezidebit charges us for credit cards.

## 3. Cancellations, refunds, and

24 hour cancellation policy:

- cancelled less than 24 hours - full fee is charged
- cancelled between 24-48 hours - credit for another booking
- cancelled with more than 48 hours notice – choice between changing booking to a alter date at no additional cost, credited for use at a later date, or refunded (less a 10% administrative fee)

All cancellations must be made by completing the online booking cancellation form. A cancellation is not confirmed until you have received an email confirming the cancellation.

All fees paid are strictly non-refundable once confirmation and payment have been received. Credit Notes may only be issued in the event of a cancellation within the normal time limit.

## 4. Requests for changes to booking day/time

We cannot guarantee that we are able to respond to a request to change a booking day or time if we are given less than 24 hours' notice for bookings scheduled from Tuesday to Saturday. For bookings on Sunday and Monday, we cannot guarantee a response if contacted after 5pm on Friday.

## 5. Hirer obligations

The Hirer will:

- Honour the hire fee and payment terms set out in Hire Agreement
- Ensure the premises are clean, tidy, and sanitary at all times and do not cause, or permit any act or omission whereby the premises or any part of the premises may be damaged
- Provide adequate supervision at all times of use to ensure the safety and security of the premises and all person using them.
- Not erect or cause or allow to be reected on or near the premises any sign, advertisement or other material without the consent of Dragonfly Dance
- Make good at the Hirer's expense any damage to the premises arising out of the use by the Hirer, it's servants, agents, invites or any other person on the premises with the Hirer's express or implied consent
- Leave the premises clean and tidy as found and place all refuse in the rubbish bins provided
- Ensure that all persons attending during the Hirer's hire times confine themselves to to that part of the premises described in Item X of the Schedule
- Not allow any intoxicating liquor on the premises except with the permission of Dragonfly Dance
- Not permit smoking inside the building
- Before vacating the premises ensure that:
  - All light and power switches and power leads are left in the same condition as found
  - All lights, air conditioners/heaters, and other electrical equipment are turned off
  - All external doors and windows are closed and locked and all keys returned
- Permit Dragonfly Dance or its agents or representatives to enter the premises at any time
- Not assign, or transfer this license or grant a sub-license or allow any other person to use the premises without the prior consent of Dragonfly Dance
- Not leave or store any property on the premises except following agreement with Dragonfly Dance under the conditions expressed in Item X of the Schedule. Dragonfly Dance is unable to guarantee safe storage of any property left on the premises (with or without permission). Property left on the premises is entirely at the Hirer's risk

## 6. Indemnity

The Hirer will indemnify and hold Dragonfly Dance indemnified from and against all actions, suits, proceedings, costs, claims, expenses, damages and demands whatsoever which may be taken, prosecuted or made against Dragonfly Dance or incurred or become payable by Dragonfly Dance for or on account of loss of life, injury or damage to persons or property suffered or sustained by any person or body caused by the negligence of the Hirer or the Hirer's servants or agents.

## 7. Termination of agreement

If the Hirer fails to comply with any of the provisions of this agreement, Dragonfly Dance may by written notice terminate the hire agreement.

The hire agreement may be terminated by either party giving not less than one month's notice in writing of the termination of this hire agreement.

## 8. Notices

Any notice given to the Hirer will be sent by email to the email address of the Hirer's authorised contact person.

## 9. Evacuation procedures

The Hirer shall be familiar with evacuation procedures to avoid panic in an emergency. Instructions for evacuating the building and safe assembly points are clearly communicated and displayed in the building.

## 10. Insurance

Hirers must produce evidence of current Public Liability Insurance in the form of a Certificate of Currency issued by their broker or insurer at the time of entering this agreement and maintain this insurance for the term of the hire agreement. A minimum of \$20 million cover is required.

Please email a copy of the public liability insurance certificate of currency to [support@dragonflydance.com.au](mailto:support@dragonflydance.com.au)

Note: Dragonfly Dance's Public Liability Insurance covers only the activities of Dragonfly Dance and their contractors or employees. Hirer's need to be aware of the risk they take if they do not have their own Public Liability Insurance.

## 11. Statement of inclusivity

At Dragonfly Dance we recognise that we have a diverse group of staff, teachers, students and hirers. We embrace and value the diversity of our community and as such it is our policy to be inclusive and mindful of this diversity in our policies, programs, studios, and interactions with others. We embrace all people regardless of their age, culture, disabilities, ethnic origin, gender, gender identity, marital status, nationality, race, religion, sexual orientation, and socioeconomic status. We continually challenge ourselves, and others, in an environment of mutual concern and respect for the free expression of all individual

## 12. Liquor licence conditions

Any function where alcohol will be served will require the organiser to obtain a liquor licence from [www.sa.gov.au](http://www.sa.gov.au)

## 13. Governing law

The Agreement is governed by the laws of South Australia and each party irrevocably submits to the non-exclusive jurisdiction of the South Australian courts.

## 14. Special conditions

If there are any special conditions associated with the hire, these will be outlined in the hire agreement.

