



Studio Hire Term & Conditions

1. Introduction

These Terms and Conditions govern the hire and use of Dragonfly Dance studios and facilities.

By making a booking, the Hirer agrees to comply with these Terms and Conditions and any special conditions agreed in writing between the Hirer and Dragonfly Dance.

Dragonfly Dance reserves the right to amend these Terms and Conditions from time to time. The current version will be available on request.

2. Approval, bookings and payment

Approval to hire

Access to the Dragonfly Dance online booking system is by application only.

Prospective hirers must submit an enquiry and receive written approval from Dragonfly Dance before a booking can be made. Approval is at the sole discretion of Dragonfly Dance and may be withdrawn at any time.

Prior to approval, Dragonfly Dance may require:

- Completion of a hirer application form
- Provision of contact and business details
- Evidence of Public Liability Insurance
- Completion of a studio induction, which may be provided in person or via written documentation
- Acceptance of these Terms and Conditions

Once approved, the Hirer will be provided with access to Dragonfly Dance's online booking system.

Bookings

Approved hirers may make bookings through Dragonfly Dance's online booking system.

The online booking system displays:

- Available studios and facilities
- Available dates and times
- Applicable hire fees

Bookings are subject to availability and are not confirmed until payment has been successfully processed.

Dragonfly Dance reserves the right to refuse or cancel any booking.
Dragonfly Dance classes, events, workshops, performances and other Dragonfly Dance activities take priority over all studio hire bookings.

While Dragonfly Dance will make every effort to honour confirmed bookings, Dragonfly Dance reserves the right to relocate, reschedule or cancel any booking where reasonably required for operational purposes. Where Dragonfly Dance cancels a booking, the Hirer will be offered either:

- an alternative date or time (subject to availability); or
- a full refund of any fees paid for the affected booking.

Payment terms

- Unless otherwise agreed in writing, payment is required at the time of booking.
- For long-term, recurring or ongoing hires, Dragonfly Dance may enter into a separate Hire Agreement providing for monthly automatic payments by credit card, direct debit, or EFT.

Payment method

- Payments are made through Dragonfly Dance's online booking system by credit card unless otherwise agreed in writing.
- A receipt will be issued if you request it at the time of booking via the online booking system.
- Where a purchase order or invoice is required, this must be requested separately.

Failed payments

- If a payment fails, the Hirer will receive an automatic email notification containing instructions for making payment through the booking system.
- If payment remains outstanding for more than 30 days, Dragonfly Dance may charge a late payment fee equal to 10% of the outstanding amount.
- The Hirer authorises Dragonfly Dance to deduct any outstanding fees and late payment charges from the nominated payment method.
- Dragonfly Dance reserves the right to suspend future bookings until all outstanding amounts have been paid.

3. Cancellations, refunds, and booking changes

Short term and one-off bookings

For bookings of one day or less

Less than 24 hours' notice	No refund or credit will be provided
24-48 hours notice	The booking fee will be credited to the Hirer's account for future use.
More than 48 hours' notice	The hirer may choose one of the following, less a 10% administration fee: • Transfer the booking to another available date

	• Receive a credit for future use • Receive a refund
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Extended bookings

For bookings longer than one day

Less than 2 weeks' notice	No refund or credit will be provided
2 to 3 weeks' notice	The hire fee will be credited for future use
More than 3 weeks' notice	The hirer may choose one of the following, less a 10% administration fee: • Transfer the booking to another available date • Receive a credit for future use • Receive a refund

4. Hirer obligations

The Hirer must:

- Honour all hire fees and payment obligations
- Use the premises only for the purpose approved by Dragonfly Dance
- Provide adequate supervision of all persons attending the premises
- ensure that footwear, equipment and activities are suitable for a sprung dance floor and must not use any equipment or materials that may mark, scratch, dent or otherwise damage the floor (Hard shoes or heels cannot be worn in Studio 1)
- Ensure the premises are kept clean, tidy, and sanitary
- Leave the premise in the same condition in which they were found
- Place all rubbish in the bins provided
- Ensure all attendees remain within the hired areas only
- Comply with all applicable laws, regulations, and safety requirements
- Report any damage, injury, or safety incident to Dragonfly Dance as soon as practicable
- 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
- Ensure emergency exits remain clear and accessible at all times.

The hirer must not:

- Damage or permit damage to the premises
- Erect signs, advertisements, decorations or promotional materials without prior approval
- Attach anything to walls, mirrors, floors, ceilings or equipment without prior approval.
- Use glitter, confetti, feathers, rice, sand, powders, rosin, smoke machines, fog machines, open flames, candles, or any other materials that may damage the premises or require excessive cleaning without the prior written consent of Dragonfly Dance. Any additional cleaning required as a result of the Hirer's use of the premises may be charged to the Hirer.
- Assign, transfer or sub-license the hire arrangement without written consent

- Allow smoking or vaping inside the building
- Bring alcohol onto the premises without prior written approval and compliance with licensing requirements
- Permit unlawful, dangerous, disruptive or inappropriate activities.
- Exceed the maximum occupancy of the hired space

Before vacating the premises, the Hirer must ensure:

- All lights, air conditioners, heaters and electrical equipment are switched off
- All power leads and equipment are returned to their original condition and location
- All doors and windows are secured
- Any keys provided are returned as directed.

Security

- The Hirer is responsible for the security of the premises during their hire period.
- The Hirer must not permit access to any person claiming to have hired the premises unless they are attending the Hirer's booking.
- The Hirer must not provide keys, access codes, alarm codes or other means of entry to any third party without the prior written consent of Dragonfly Dance.
- Where the Hirer is alone in the premises, external doors should remain locked unless participants or authorised visitors are arriving or departing.
- Any security incident, suspicious activity, lost keys or unauthorised access must be reported to Dragonfly Dance as soon as practicable.

Dragonfly Dance, its agents and representatives may enter the premises at any time.

5. Storage of property

- No property may be stored on the premises without prior written approval from Dragonfly Dance.
- Any property left on the premises is entirely at the Hirer's risk.
- Dragonfly Dance accepts no responsibility for loss, theft or damage to any property left on the premises, whether permission has been granted or not.

6. Indemnity and liability

The Hirer indemnifies and holds harmless Dragonfly Dance, its directors, employees, contractors and agents against all actions, claims, proceedings, costs, expenses, losses, damages and liabilities arising from:

- The Hirer's use of the premises;
- Any act or omission of the Hirer;
- Any act or omission of the Hirer's employees, contractors, agents, participants or invitees; or
- Any breach of these Terms and Conditions.

To the fullest extent permitted by law, Dragonfly Dance accepts no responsibility for loss, theft or damage to personal property.

7. Termination of agreement

Dragonfly Dance may immediately terminate any hire arrangement where the Hirer breaches these Terms and Conditions.

For ongoing hire agreements, either party may terminate the agreement by providing one month's written notice.

Termination does not affect any outstanding payment obligations.

8. Notices

Any notice given under these Terms and Conditions may be sent by email to the Hirer's nominated contact person.

The Hirer is responsible for ensuring their contact details remain current.

9. Emergency evacuation procedures

The Hirer must familiarise themselves with Dragonfly Dance's evacuation procedures and emergency assembly points.

The Hirer is responsible for ensuring participants are aware of emergency exits and evacuation requirements.

10. First Aid

- A basic first aid kit is available on the premises for emergency use.
- The Hirer is responsible for providing appropriate first aid supervision for their activities and for determining whether additional first aid equipment or personnel are required.
- The Hirer must notify Dragonfly Dance of any injury, accident or incident occurring during the hire period as soon as practicable.
- Use of the Dragonfly Dance first aid kit does not transfer responsibility for the health, safety or wellbeing of participants to Dragonfly Dance.

11. Insurance

The Hirer must maintain Public Liability Insurance with a minimum cover of \$20 million throughout the hire period.

A current Certificate of Currency must be provided to Dragonfly Dance before approval to hire is granted and upon request thereafter.

The Hirer is responsible for the health, safety and wellbeing of all persons attending their activities during the hire period.

Dragonfly Dance's insurance covers only the activities of Dragonfly Dance and its employees and contractors.

12. Statement of inclusivity

Dragonfly Dance values and celebrates diversity and is committed to providing a safe, welcoming and inclusive environment.

We embrace and respect people of all ages, cultures, abilities, ethnicities, genders, gender identities, marital statuses, nationalities, races, religions, sexual orientations and socioeconomic backgrounds.

All Hirers and participants are expected to contribute to an environment of mutual respect, dignity and inclusion.

13. Liquor licence conditions

Any function where alcohol will be served will require the organiser to obtain a liquor licence from www.sa.gov.au

14. 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.

15. Special conditions

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