



# ROYAL BALLET SCHOOL

## TRBS ENTERPRISES LTD HIRE AGREEMENT

This agreement (the Agreement) is made between:

- 1) **TRBS Enterprises Limited** whose registered office is 46 Floral Street Covent Garden, London, WC2E 9DA, United Kingdom ("the School")  
and
- 2) ("the Hirer")

### 1. The Event

The Hirer wishes to deliver ("the Event")

### 2. The Venue

The Hirer wishes to deliver the Event at Upper School, 46 Floral Street, London WC2E 9DA or White Lodge, Richmond Park, Richmond TW10 5HR (the "Venue")

### 3. The Hire

The Hirer wishes to hire the Venue to deliver the Event ("the Hire")

### 4. Obligations of The School:

For the duration of The Hire, the School will provide on what has been agreed, [examples shown below]

- a) Front of House reception cover
- b) Catering
- c) Technician
- d) Pianos
- e) Ballet Barres
- f) Seating
- g) Tables
- h) Set up
- i) Any other items to be detailed upon the request of the Hirer

### 5. Obligations of the Hirer:

The Hirer will deliver the Event at the Venue within the period of the Hire without further recourse to the School's resources, not agreed within the scope of this agreement.

For the duration of the Hire, the Hirer will pay due regard to the policies of the School, in

particular Health and Safety and the Fire Evacuation Plan. These will be provided to the Hirer in advance of the Event.

For the duration of the Hire, the Hirer will ensure that due care and attention is paid to all property and equipment and that any damages or breakages are swiftly reported to Front of House, at the School.

Where the hirer is working with children, young adults or vulnerable adults, the School will require a copy of the Hirer's safeguarding policy in advance of the Event.

The Hirer will not use or remove or relocate any equipment without the express permission of the School.

## **6. Finances**

The invoice will be sent in advance and payment should be cleared into the School's bank account no later than 5 (five) working days prior to the start of The Hire. If payment is not received the Hire will be deemed cancelled. Any costs incurred by Venue on behalf of the Hirer will remain chargeable.

Payment should be made to:

Bank Name:	Barclays
Account Name:	TRBS Enterprises Limited
Account Number:	23951995
Sort Code:	20-67-59

## **7. Insurances**

The Hirer shall be responsible for and shall indemnify the School against all losses, damages, demands, actions, costs, proceedings, expenses or other liability (including without limitation consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) arising in any way from its activities at the School.

The Hirer shall not knowingly do or fail to do anything whereby any policy of insurance effected by the School in respect of the Venue or any adjoining premises is rendered void or voidable and shall indemnify the School in respect of any increase in premium arising from the Hirer's use of the Venue caused (directly or indirectly) by a material breach by the Hirer of the terms of this Agreement.

The Hirer shall (but without any limitation on its liabilities hereunder) at its own cost insure and keep insured (so as to jointly and severally indemnify itself and The School) against all liability for death and injury, damage to any property including the Hire Space(s), the Facilities and any The School Technical Equipment, any breakdown of any of the Hire Space(s) and Facilities and any The School Technical Equipment, all events of Force Majeure with a reputable insurer in the sum of £5 million. The Hirer will procure the noting of The School's interest on such policy or policies of insurance.

## **8. Termination**

Without prejudice to any other rights and remedies available to the parties, each party is entitled by notice in writing to the other party to terminate this Agreement immediately upon the occurrence of any of the following events:

- a) if the other party is in breach of any term of this Agreement;
- b) if a receiver, administrative receiver, administrator, liquidator or other encumbrancer takes possession of or is appointed over the whole or any part of the other party's assets or if the other party is insolvent or is unable to pay its debts as they fall due.

Except as provided in this Agreement, neither party will have any further obligation to the other under this Agreement following its termination.

#### **9. Force Majeure**

Other than in respect of payment obligations, neither party will be held to be in breach or default of any obligation, agreement, covenant (whether express or implied by reason of any act of God, strike, lock-out, act of governmental, federal or other authority or any other cause, matter or thing beyond its control whether or not similar to the a foregoing) ("Force Majeure"), save that if any of the above events occurs to the extent that this Agreement cannot be enforced or performed according to its terms then both parties have the right to terminate this Agreement by notice in writing.

#### **10. Governing Law and Jurisdiction**

This Agreement 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) will be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts to settle any claim or matter arising in relation to this agreement or its subject matter or formation (including non-contractual disputes or claim)