



Thank you for choosing **The Loft at Ooosh! Tours** for your studio hire. These terms and conditions (“the Terms”) form the legally binding agreement between you (“the Hirer”) and **Ooosh! Tours Ltd** whenever you hire studio space or associated equipment from us.

By confirming a booking, you agree to be bound by these Terms. It is the Hirer’s responsibility to ensure that all guests, band members, crew, and other attendees are made aware of and comply with these Terms throughout the hire period.

1. Booking and Confirmation

- **1.1 Hire periods.** A standard hire day runs from 10:00 to 22:00 inclusive. Access to the studio is not usually possible before 10:00, and all people and equipment must have vacated the room by 22:00.
- On the second and subsequent consecutive booked days, early access from 09:00 may be available; please confirm this with us in advance.
- **1.2 Evening sessions.** Evening sessions are available with a minimum booking period of 5 hours (17:00–22:00).
- **1.3 Hourly bookings.** Shorter ‘hourly’ bookings are available, though we do not usually confirm these more than 14 days in advance.
- **1.4 Securing a booking.** To secure a booking we require either **25% of the total hire fee or £100 + VAT**, whichever is the greater, unless otherwise agreed with us in writing. You are welcome to pay more than 25%, up to the full hire amount, at any time.
- **1.5 Confirmation.** A booking is only confirmed once a deposit has been received and acknowledged by us in writing. Verbal agreements and provisional holds do not constitute a confirmed booking.
- **1.6 Short-notice single-day hires.** For single-day bookings or those shorter than a full day, we reserve the right to reschedule or amend with at least 7 days’ notice. Should this be required, we will offer a full refund of any deposit paid, with no fees charged.
- **1.7 Our right to cancel.** We reserve the right to cancel, amend, or refuse any booking at any time, without stating a reason. We will not be responsible for any consequential losses arising from such a cancellation, though any hire fee or deposit already paid will usually be refunded in full. We strongly recommend hirers take out appropriate cancellation insurance.
- **1.8 Room substitution.** Every effort will be made to provide the studio or room you have booked. However, we reserve the right to substitute a comparable alternative, where available, should the original room become unavailable.

2. Payments

- **2.1 Balance.** All prices are quoted exclusive of VAT. The full hire fee (and any agreed additional charges) must be paid in full before the first day of hire commences, unless otherwise agreed with us in writing.
- **2.2 Accepted payment methods:**
 - Credit or debit card (including American Express)
 - Cleared bank transfer
 - PayPal
 - Cash (studio hire only)
 - Cheque

3. Booking Times, Access and Curfew

- **3.1 Operating hours.** Our studios are available from 10:00 to 22:00. No loading, unloading, or access to the building is permitted outside of these hours unless expressly agreed with us in advance.
- **3.2 Load-in and load-out.** Set-up, load-in, and load-out time must all be factored into your booked time slot. No additional time will be granted beyond the booked period for these activities.
- **3.3 Overtaking.** Overtaking your booked end time without prior agreement will incur a charge of **£75 + VAT per hour** (or part thereof), deductible from any damage deposit held, or invoiced separately.
- **3.4 Vehicle access.** No loading or unloading from vehicles is permitted outside of operating hours. Tour buses, vans with trailers, or similar large vehicles are not permitted on-site without supervision by our staff during opening hours. Client vehicles must not block ingress or egress to the street, and must not park illegally (e.g. on double yellow lines or pavements).

4. Cancellations

- The following charges apply to cancellations made by the Hirer:
 - **More than 14 days' notice:** Full refund, minus any payment processing fees charged to us by the payment provider.
 - **More than 7 days' notice:** £50 + VAT, or 10% of the hire fee, whichever is greater.
 - **Within 7 days of the first hire day:** £50 + VAT, or 25% of the hire fee (i.e. deposit retained), whichever is greater.
 - **Within 2 days of the first hire day:** 100% of the hire fee is due, OR one full day's hire charge plus the sliding scale below for any remaining days, whichever is the greater amount.
- Partial refund scale for remaining days on multi-day bookings cancelled within 2 days:
 - Days 2–5: 50% refund of the daily rate
 - Days 6–10: 75% refund of the daily rate
 - Days 11+: 90% refund of the daily rate
- **Refunds:** Any applicable refund will be processed within 10 days.
- **Outstanding balances:** Any balance owed to us following a cancellation is due on demand.

5. Studio Use, Equipment and Conduct

- **5.1 Permitted use.** The studios are provided for rehearsal, recording, production, music-related creative activities, and any other activities agreed with us at the time of booking. Any other use must be agreed with us in writing in advance.
- **5.2 Not a licensed venue.** We are not a licensed venue. You may not charge entry to guests or sell alcohol on the premises.
- **5.3 Guests and attendees.** Guest numbers must be agreed with us prior to the booking. The maximum number of attendees in a single room is **20 people**, unless otherwise agreed with us in advance. Minors must be supervised by a responsible adult at all times.
- **5.4 Staff instructions.** You must follow any reasonable instructions given by our staff regarding studio use, safety, or noise management at all times.
- **5.5 Damage and responsibility.** The Hirer is responsible for any damage caused to the rooms, fixtures, fittings, or equipment during their booking. Any faults or damage must be reported to staff immediately. Damage costs will be assessed and charged in accordance with Section 7 below.

- **5.6 Technical assistance.** Technical assistance with equipment is not included in studio hire. A staff member may be able to provide informal guidance if available, but any such assistance is offered informally and Ooosh! Tours Ltd accepts no responsibility for the outcome.
- **5.7 Personal property.** Ooosh! Tours Ltd accepts no responsibility for the loss, theft, or damage to any personal property brought onto the premises.
- **5.8 Alterations.** You must not alter, modify, or make additions to the studio, its fixtures, or any equipment provided, without our prior written consent.

6. Health, Safety and Studio Rules

- You must comply with all posted safety notices and follow staff instructions.
- **Smoking and vaping are strictly prohibited** throughout the entire premises, indoors and outdoors. Smoking is permitted outside our premises.
- Fire exits must be kept clear and unobstructed at all times.
- Cables, equipment, and cases must not obstruct walkways or fire exit routes.
- Hearing protection is strongly recommended during loud rehearsals. A variety of ear plugs are available from our shop.
- A first aid kit is located at reception. In the event of an emergency, please alert a staff member immediately and call 999 if required.
- **Noise levels:** Our staff may ask you to reduce volume if noise levels are causing a disturbance or risk of structural damage. Failure to comply may result in your session being terminated without refund.

Use of the studio is entirely at your own risk. Ooosh! Tours Ltd accepts no liability for injury, loss, or damage to persons or property howsoever caused, to the fullest extent permitted by law.

7. Damage, Deposits and Charges

- **7.1 Damage deposit (discretionary).** At our sole discretion, we may require a damage deposit prior to the hire commencing. If required, this will be communicated to you at the time of booking confirmation. The deposit will be held by us and returned, in full or in part, within 10 days of the hire concluding, subject to any deductions as described below.
- **7.2 Deductions and charges.** Whether or not a deposit has been taken, the Hirer remains liable for the cost of any damage, loss, or additional charges arising from their hire. These include, but are not limited to:
 - **Damage to rooms, fixtures, fittings, or equipment:** charged at the full cost of repair or replacement, plus a £35 + VAT administration fee.
 - **Excessive cleaning:** minimum £75 + VAT.
 - **Smoking or vaping on the premises:** minimum £150 + VAT.
 - **Overrunning booked time:** £75 + VAT per hour or part thereof (see Section 3.3).
 - **Loss of revenue:** where damage results in the studio being unavailable for subsequent bookings, the Hirer may be liable for our resulting loss of income.
- **7.3 Assessment.** We may document the condition of the studio before and after your hire with photographs where appropriate. We will provide you with evidence and a written breakdown of any charges. You will have the opportunity to dispute any claim.
- **7.4 Outstanding charges.** Any charges not covered by a deposit held will be invoiced and due on demand. Failure to pay may result in debt recovery action as outlined in Section 10.

8. Refusal of Service and Termination

- We reserve the right to:
 - Refuse service or entry to any person without stating a reason.
 - Terminate a session immediately, without refund, where behaviour poses a risk to people, property, or equipment, or where these Terms are being breached.
 - Cancel future or ongoing bookings where there has been a serious breach of these Terms.
 - Refuse future bookings without stating a reason.

9. Limitation of Liability

- **9.1 Our liability to you.** To the fullest extent permitted by law, the total liability of Ooosh! Tours Ltd to the Hirer - whether in contract, tort (including negligence), breach of statutory duty, or otherwise - shall not exceed the total hire fee paid by the Hirer for the booking giving rise to the claim.
- **9.2 Excluded losses.** Ooosh! Tours Ltd shall not be liable, under any circumstances, for any:
 - Loss of income, revenue, profit, or anticipated savings
 - Loss of contracts, engagements, or business opportunities
 - Loss of goodwill or reputation
 - Costs of rescheduling, cancelling, or postponing any tour, production, or event
 - Any indirect, special, or consequential loss or damage of any kind
- ...whether or not such losses were foreseeable or we had been advised of the possibility of them arising.
- **9.3 What this means in practice.** If, for example, we are unable to fulfil a booking due to an error on our part, such as a double-booking or a facility becoming unexpectedly unavailable, our liability will be limited to a refund of the hire fee paid. We will not be responsible for any wider losses arising from that failure, however significant.
- **9.4 Exceptions.** Nothing in this section limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

10. Force Majeure

- Our performance under this agreement will be excused where we are unable to perform due to any cause beyond our reasonable control, including but not limited to: fire, flood, storm, power failure, act of God, act of terrorism, civil unrest, labour dispute, or any computer or internet-related failure or delay. In such circumstances we will aim to offer an alternative date or a full refund of any hire fee paid.

11. Enforcement of Terms and Recovery of Costs

- **11.1 Breach of terms.** In the event of a breach of these Terms, Ooosh! Tours Ltd reserves the right to: terminate the hire agreement immediately; recover all outstanding costs (including retaining any funds already held); refuse or cancel future bookings; and pursue legal action to enforce contractual obligations.
- **11.2 Recovery of costs.** We are entitled to recover all direct costs incurred, reasonable administrative costs, and reasonable legal expenses.
- **11.3 Debt recovery.** If payments are not received within an agreed timeframe, we may issue formal demand notices, engage debt collection agencies, and/or pursue county court judgments. In all



cases we will: provide clear evidence and invoices for any sums claimed; offer you an opportunity to dispute the claim; and seek fair and cost-effective resolution, acting in good faith at all times.

12. Disputes and Complaints

- We aim to resolve any disputes fairly and promptly. A copy of our complaints procedure is available on request or on our website. Where a resolution cannot be reached between the parties, we may refer the matter to an independent mediator.

13. Data Protection

- In order to administer your booking and comply with our legal obligations, we will collect personal information such as your name, email address, and contact details. We retain only what is necessary for business operations and will hold such data securely. We will never sell or share your personal data with third parties for marketing purposes. If you wish to know what data we hold about you, please contact us. We may use machine-assisted processes (including AI) in some of our administrative functions.

14. Changes to These Terms

- We may update these Terms periodically. The most current version is always available on request or on our website. Any changes that take effect during an ongoing hire will be communicated to you as soon as is practicable.

15. Legal Jurisdiction

- These Terms, and any dispute or claim arising out of them, shall be governed by and construed in accordance with the law of England and Wales. Any proceedings shall be brought exclusively in the courts of England and Wales.
- By confirming a booking with us, you acknowledge that you have read, understood, and agree to be bound by these Terms.
- If we choose not to enforce any part of this agreement at any time, this does not constitute a waiver of our right to enforce that or any other part in the future.