

PART OF PREMISES (ROOM/HALL) (HIRER IS AN ORGANISATION)

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**THIS PART OF PREMISES (ROOM)** AGREEMENT is made and dated the  
<<date>> of <<month>> <<year>>

**BETWEEN:**

- (1) [<<Name of Owner of <<Company Name>> a company registered in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Owner's Address>>]
- OR [<<Name of Owner of <<Company Name>> an individual acting in the course of a business>> of <<Owner's Address>>]
- OR [<<Name of Owner of <<Company Name>> a charitable company limited by guarantee registered in England under no. <<Company Registration Number>> <<Charity's Commission number>>] (<<Charity's Address>>)]
- OR [The trustees (namely <<Trustees' Names>> of which <<Name of Owner of <<Company Name>> is one) of the <<Charity's Name>> [a charitable <<Charity's Name>>] (England & Wales)] whose registered office is at <<Charity's Address>>]
- OR [<<Name of Owner of <<Company Name>> a charitable incorporated organisation and a registered charity no: <<Charity's Commission number>>] (England & Wales) with its principal office in England at <<Charity's Address>>]

(hereinafter known as the 'Owner')

**AND**

- (2) [<<Name of Hirer>>, <<Company Name>> a company registered in <<Country of Incorporation of Hirer's Company Registration Number>> whose registered office is at <<Hirer's Address>>]
- OR [<<Name of Hirer who is an individual acting in the course of a business>> <<Company Name>> a charitable company limited by guarantee which is registered in England under no. <<Company Registration Number>> and which is a registered charity no: <<Charity's Commission number>>] (England & Wales)]
- OR [The trustees (namely <<Trustees' Names>> of which <<Name of Hirer who is an individual acting in the course of a business>> is one) of the <<Charity's Name>> [a charitable <<Charity's Name>>] (England & Wales)] whose registered office is at <<Charity's Address>>]
- OR [<<Name of Hirer who is an individual acting in the course of a business>> <<Company Name>> a charitable incorporated organisation and a registered charity no: <<Charity's Commission number>>] (England & Wales) with its principal office in England at <<Charity's Address>>]

(hereinafter known as the 'Hirer')

**1. Definitions and Interpretation**

In this Agreement, except where the context otherwise requires, the following meanings shall have the following meanings:

**'Agreement'** means this Agreement and its Schedules

**'Force Majeure'** means a situation beyond the Owner's reasonable control;

the following terms

(Hall/Room Hire) Agreement including

Owner's reasonable control;

<b>'Hire Fee'</b>	means £ <<insert amount>> for the Session;
<b>['Hire Rate'</b>	means the fee for the hire of the Room and use of the Premises [set out in the <<insert document>>] OR [as previously notified to the Hirer in writing by the Owner's <<describe document>>];]
<b>'Premises'</b>	means the whole of the premises at <<insert address of whole of the premises part>>, including the Room [and any other part of those premises, [all of which are shown on the plan attached to] Schedule A] and any reference to "the Premises" is deemed to be subject to Sub-Clause 3.2;
<b>'Purpose of Hire'</b>	means the purpose for which the Room is hired for a <<describe purpose, e.g. dance/event, scout activity etc>> including the presence or to accompany any of those individuals;
<b>'Room'</b>	means the Room(s), e.g Dance Studio 1, Dance Studio 2, etc )>> to be hired to the Hirer, be [shown in the plan attached to] Schedule A];
<b>'Session'</b>	means the period between the start time and finish time on the Session Date;
<b>'Session Date'</b>	means the date on which the Room is hired to the Hirer.

## 2. Session(s) booked and entered

- 2.1 The Owner agrees to hire the Room for the Purpose of Hire and to use other facilities for the Session on the Session Date.
- Session:** the period between the start time and finish time, e.g. 9.00pm>> on the Session Date.
- Session Date:** [<<insert date>>]

- 2.2 The hire for the Purpose of Hire shall be for the use of the Room only and not to any other part of the Premises. The Owner will also make available and permit the use of the [toilet][and][kitchen][and car parking] [[and the car park] and the means of access to the Room [[and the means of access to those facilities] shown in] [the plan attached to] Schedule A. The hire fee shall be a consideration for both that hire of the Room and that use of the Premises.

## 3. Payment of Hire Fee and non-payment

- 3.1 The Hirer shall pay the Hire Fee.
- 3.2 A deposit on account of the Hire Fee of <<insert %, e.g. 20%, 30%>> of the total amount of the Hire Fee for the Session ] OR [£ <<insert deposit amount>>] shall be paid by the Hirer on or before the date of this Agreement] OR [no later than <<insert date>> after the date of this Agreement] OR [before the Session Date].

- 3.3 No booking for the Session shall be made until the Owner receives the full amount of the Hire Fees required by Sub-Clause 3.2. If the Hirer does not received in full by the date required by Sub-Clause 3.2, the Owner shall be entitled to cancel this Agreement immediately and the Hirer shall repay such part if any of the balance due and payable no later than the Session Date].
- 3.4 The balance of the Hire Fees due and payable no later than the Session Date].
- 3.5 If the balance of the Hire Fees is not received in full by the date required by Sub-Clause 3.2, the Owner shall be entitled to cancel this Agreement immediately and the Hirer shall be entitled to retain the deposit previously paid by the Hirer, and upon doing so shall be liable for and pay to the Owner the amount of the deposit, e.g 40, 60, 80%] of the Hire Fees due for the Session.
- 3.6 Upon cancellation under Sub-Clause 3.5, the Owner will refund [the part of the deposit not retained by the Owner and] such part of the balance, if any, that the Hirer has paid by that date].
- 4. Wrongful cancellation by the Hirer**
- 4.1 Except as otherwise provided by this Agreement, if the Hirer cancels this Agreement in breach of this Agreement ("Hirer's Cancellation"), the Hirer shall be liable for and pay to the Owner the amount of the deposit, if any, previously paid by the Hirer, and the Hirer will be liable for and pay to the Owner the amount of the Hire Fees due for the Session.
- 4.2 The Hirer shall not be entitled to a refund of the deposit, if any, previously paid by the Hirer, and the Hirer will be liable for and pay to the Owner the amount of the Hire Fees due for the Session in the event of a wrongful cancellation the following percentage of the Hire Fees due for the Session:
- 4.2.1 <<insert number>> % if the cancellation is more than <<insert number>> days before the Session Date; .
- 4.2.2 <<insert number>> % if the cancellation is more than <<insert number>> days before the Session Date; .
- 4.2.3 <<insert number>> % if the cancellation is more than <<insert number>> days before the Session Date; or
- 4.2.4 <<insert number>> % if the cancellation is <<insert number>> days before the Session Date.
- 4.3 Where the Hirer is liable for the total Hire Fees due for the Session under Sub-Clause 4.2 for any or all of the balance of the Hire Fees due for the Session in the event of a wrongful cancellation, the Owner shall accept any booking for the Session booked Sessions and is paid for those bookings by the Hirer and the Hirer shall remain liable under Sub-Clause 4.2 but that the Owner shall be entitled to set-off against that liability the amount of any payment received from the third party less a reasonable sum for the cost of such third party booking and the amount for which it is set-off.
- 4.4 The amount due under Sub-Clause 4.2 or 4.3, shall become due and payable on the date of notice given by the Owner.
- 5. Owner's cancellation**
- 5.1 Subject to the provisions of this Clause 5, where there is a cancellation under this Agreement, the Owner will return to the Hirer all amounts previously paid by the Hirer as a deposit, balance or otherwise and the payments shall be without any deduction by the Owner and the Owner shall be without any further or other liability of the Owner to the Hirer.

- 5.2 The Owner may cancel the Session at any time by notice to the Hirer where it reasonably appears that the use of the Premises for a single Session is not practicable due to a Force Majeure which has occurred, or where the use of and/or access to the Premises is not practicable for a single Session.
- 5.3 The Owner may cancel the Session at any time by notice to the Hirer where the Hirer is in breach of any provision of this Agreement. The Owner shall be entitled to cancel the Session and deduct from the amount to be paid by the Hirer both the Hire Fees for the Session if the Session has not begun or been returned by it pursuant to the provisions of the notice and any amount or sum payable under Sub-Clause 9.4.
- 5.4 The Owner may cancel the Session at any time by notice to the Hirer given at least <<insert number of days>> days before the Session. [If for any reason the Owner gives less than <<insert number of days>> days notice, the notice shall be without compensation, pay to Hirer in addition to the amount payable under Sub-Clause 9.4, above, a sum equal to <<e.g. 10, 15, 20>> % of the Hire Fee.]
- 6. Hirer's permitted cancellations**
- The Hirer may terminate the Session by notice to the Owner if the Owner commits any material breach of this Agreement and, if such breach is remediable, fails to remedy it within a period of <<e.g. 3>> days after the Hirer gives notice. If the Hirer so terminates this Agreement, the Owner shall refund to the Hirer the Hire Fee previously paid by it.
- 7. [Payment of special damage]**
- 7.1. The Hirer must pay a deposit of £<<insert figure>> on or before the date of the Session. The deposit shall be used to cover any loss or damage caused to the Premises or the contents of the Premises which belong to the Owner, by either the Hirer or anyone attending the Session. ("Damage" for this purpose includes special damage caused by cleaning.) No booking will be made if the Hirer does not pay the deposit in full. The deposit will be returned to the Hirer after the Session if the deposit is not depleted. If the deposit is depleted, the deposit is deemed to have been used to cover the special damage caused, the remainder of the deposit shall be used to cover the special damage caused, the remainder of the deposit shall be used to cover the special damage caused.
- 7.2 The Owner will repay to the Hirer any such damage caused to the Premises or the contents of the Premises which belong to the Owner, by either the Hirer or anyone attending the Session, after the booked Session has ended, when it has been cancelled and the deposit is depleted. If the damage caused to the Premises or the contents of the Premises which belong to the Owner, by either the Hirer or anyone attending the Session, after the booked Session has ended, when it has been cancelled and the deposit is depleted, the deposit is deemed to have been used to cover the special damage caused, the remainder of the deposit shall be used to cover the special damage caused.
- 8. Conditions to be observed by the Hirer**
- The Hirer undertakes to observe the provisions set out in Schedule C and to ensure that all persons attending the Session at the Premises also do so, and in particular the provisions set out in Schedule C "Hirer" includes the following:
- 9. Liability**
- 9.1 The Owner does not warrant that any or all of the Premises, or any facilities, or any equipment, or any services, or any of them, are safe, adequate, or suitable for the Purpose of the Session.
- 9.2 The Hirer acknowledges that the death of any person or personal injury to or damage to the Premises or the contents of the Premises is caused by the negligence of the Owner or the Hirer or anyone attending the Session, and that the Owner or the Hirer or anyone attending the Session is responsible for the same, and subject to Sub-Clause 9.6,

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9.2.1 responsible for ensuring that the Premises have access to a safe, suitable, and adequate for the Purpose of Hire;

9.2.2 responsible for ensuring that the Premises have a lack of safety or unsuitability or inadequacy of any of the Premises or other facilities or access to or exit from any part/s of the Premises;

9.3 Subject to Sub-Clause 9.4, the Hirer accepts no responsibility or liability for loss of or damage to any property of the Owner brought into or left or stored in any part/s of the Premises by the Hirer;

9.4 Subject to Sub-Clause 9.4.5, the Hirer agrees to be liable for and indemnify and keep the Owner free from and against all actions, claims, demands, costs, expenses, loss, delay, damages or other financial detriment, whether or not insured against or incurred by the Owner (directly or indirectly) in connection with the Premises by the Hirer;

9.4.1 any damage to any property of the Owner in and about the Premises by the Hirer;

9.4.2 any loss of or damage to any property of the Owner in and about the Premises by the Hirer;

9.4.3 any loss of or damage to any property of the Owner brought into or left or stored in any part/s of the Premises by the Hirer;

9.4.4 any breach of this Agreement or any negligent or other act or omission by the Hirer in breach of statutory duty by the Hirer;

9.4.5 any personal injury or death of any person who is in or about any part/s of the Premises of Hire, except where caused by the negligence of any person for whom it is responsible;

9.4.6 save to the extent that the loss or damage is caused by the negligence of the Owner or any person for whom it is responsible, the Purpose of Hire shall not be affected by the provisions of 9.4.5 applies and save where the loss or damage is caused by the negligence of the Owner or any person for whom it is responsible, the Purpose of Hire shall not be affected by the provisions of 9.4.5 applies;

9.4.7 save to the extent that the loss or damage is caused by the negligence of the Owner or any person for whom it is responsible, the Purpose of Hire shall not be affected by the provisions of 9.4.5 applies, any lack of safety or unsuitability or inadequacy of any of the Premises, or other facilities, or access to or exit from any part/s of the Premises;

9.5 In Sub-Clauses 9.4.1 to 9.4.7 (including employees, subcontractors or agents), or others attending or involved in any Sub-Clause 9.4.1 to 9.4.7, the Hirer includes those acting on its behalf or on behalf of its subcontractors or agents, or others attending or involved in any Sub-Clause 9.4.1 to 9.4.7;

9.6 Nothing in either this Clause or in any other provision(s) of this Agreement shall exclude or in any way limit the Owner's liability for death or personal injury caused by its negligence or its liability for fraud or fraudulent misrepresentation or for breach of law. The Owner's liability for death or personal injury cannot be limited or excluded by any provision(s) of this Agreement;

9.7 [The Owner warrants that the Premises are suitable for the business.]

## 10. Insurance

10.1 The Hirer, at its own cost, shall maintain in force insurance covering for the whole period of hire all property of the Owner brought into or left or stored in any part/s of the Premises and for liability arising from or indirectly by such items.

Premises and other facilities and access to a safe, suitable, and adequate for the Purpose of Hire;

lack of safety or unsuitability or inadequacy of any of the Premises or other facilities or access to or exit from any part/s of the Premises;

accepts no responsibility or liability for loss of or damage to any property of the Owner brought into or left or stored in any part/s of the Premises;

by agrees to be liable for and indemnify and keep the Owner free from and against all actions, claims, demands, costs, expenses, loss, delay, damages or other financial detriment, whether or not insured against or incurred by the Owner (directly or indirectly) in connection with the Premises by the Hirer;

the Premises by the Hirer;

brought into or left or stored in any part/s of the Premises;

this Agreement or any negligent or other act or omission by the Hirer in breach of statutory duty by the Hirer;

any person who is in or about any part/s of the Premises of Hire, except where caused by the negligence of any person for whom it is responsible;

9.4.5 applies and save where the loss or damage is caused by the negligence of the Owner or any person for whom it is responsible, the Purpose of Hire shall not be affected by the provisions of 9.4.5 applies;

9.4.5 applies, any lack of safety or unsuitability or inadequacy of any of the Premises, or other facilities, or access to or exit from any part/s of the Premises;

includes those acting on its behalf or on behalf of its subcontractors or agents, or others attending or involved in any Sub-Clause 9.4.1 to 9.4.7;

er provision(s) of this Agreement shall exclude or in any way limit the Owner's liability for death or personal injury caused by its negligence or its liability for fraud or fraudulent misrepresentation or for breach of law. The Owner's liability for death or personal injury cannot be limited or excluded by any provision(s) of this Agreement;

idual acting for the purposes of a business.]

in in force insurance covering for the whole period of hire all property of the Owner brought into or left or stored in any part/s of the Premises and for liability arising from or indirectly by such items.

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10.2 The Hirer will at its own expense maintain in force for the whole term of this Agreement Liability Insurance, such insurance to cover for personal injury and property damage, including damage to the Premises and the acts and omissions of the Hirer, those acting on its behalf, employees, contractors, volunteers and agents, and those attending any Session. [Such insurance must have a limit of indemnity of not less than £1,000,000 for any accident.]

reputable insurance company and Liability Insurance and Third Party Insurance to cover for personal injury and property damage, including damage to the Premises and the acts and omissions of the Hirer, those acting on its behalf, employees, contractors, volunteers and agents, and those attending any Session. [Such insurance must have a limit of indemnity of not less than £1,000,000 for any accident.]

10.3 The Hirer will produce to the Owner and when requested from the Owner demonstrate that the insurance required by this Agreement to take effect is in force and is current and valid and maintain is current and valid.

from this Agreement and thereafter as required by the Owner sufficient evidence to demonstrate that the insurance required by this Agreement to take effect is in force and is current and valid and maintain is current and valid. Receipts of receipts for premiums paid.

## 11. Miscellaneous

### 11.1 Force Majeure

The Owner shall not be in breach of this Agreement if such failure results from Force Majeure.

ent by reason of, or liable for, any breach of this Agreement if such failure results from Force Majeure.

### 11.2 VAT

All amounts payable by the Hirer under this Agreement exclusive of Value Added Tax (VAT). Where Value Added Tax is payable on any amount payable by the Hirer under this Agreement to any amount payable by the Hirer under this Agreement together with that VAT.

is Agreement exclusive of Value Added Tax (VAT). Where Value Added Tax is payable on any amount payable by the Hirer under this Agreement to any amount payable by the Hirer under this Agreement together with that VAT.

### 11.3 Assignment

This Agreement is personal to the Hirer and the Hirer shall not assign or transfer any of its rights or obligations under this Agreement.

Therefore none of its obligations or liabilities under this Agreement shall be assigned or transferred by it. The Owner may assign or transfer its rights or obligations under this Agreement.

### 11.4 Third Party Rights

The parties agree that a person shall not be able to enforce any terms of this Agreement by virtue of the Third Parties Act 1999.

any person who is not a party to this Agreement has no right to enforce any terms of this Agreement by virtue of the Third Parties Act 1999 to enforce any terms of this Agreement.

### 11.5 Notices

All notices given under this Agreement shall be in writing and addressed and sent by ordinary pre-paid post to the address specified in this Agreement, and it shall be deemed to have been served on the day of posting.

writing and addressed and sent by ordinary pre-paid post to the address specified in this Agreement, and it shall be deemed to have been served on the day of posting.

### 11.6 Waiver

The failure to exercise, or the non-exercise, of any right or remedy under this Agreement shall not amount to a waiver of any other right or remedy nor shall it preclude or restrict any further right or remedy.

g, any right or remedy under this Agreement shall not amount to a waiver of any other right or remedy nor shall it preclude or restrict any further right or remedy.

### 11.7 Entire Agreement

This Agreement is the whole and sole agreement between the parties and it supersedes any previous discussion, arrangement or understanding, oral or written, between the parties.

the parties and it supersedes any previous discussion, arrangement or understanding, oral or written, between the parties.

### 11.8 Nature of Arrangement

This Agreement constitutes the whole and sole agreement between the parties and it supersedes any previous discussion, arrangement or understanding, oral or written, between the parties. The Hirer, and no relations of the Hirer, shall not be deemed to be in possession of the Room and other premises for any purpose other than the purpose of the Session and no tenancy or other right of occupation on the part of the Hirer shall exist between the Owner and the Hirer.

use the Room and other premises for any purpose other than the purpose of the Session and no tenancy or other right of occupation on the part of the Hirer shall exist between the Owner and the Hirer.

### 11.9 Variation

No variation to this Agreement shall be made by or on behalf of the Owner or the Hirer unless agreed in writing and signed by both parties.

unless agreed in writing and signed by both parties.

### 11.10 Law and Jurisdiction

This Agreement shall be governed by the law of England and any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## SCHEDULE A – Room and other

[Note: Insert here a detailed description of the Room and its location within the Premises]

- (1) the Room and its location within the Premises;
- (2) the Premises, showing
  - the access ways to the Room;
  - the toilet, kitchen and car parking spaces which may be used;
  - the access ways to those spaces comprising the Premises.]
  - the outdoor areas if any, and

## SCHEDULE B – Hire Rate

[Note to Owner: It is assumed in this Agreement that there is more than one Room available for hire at the Premises]

Dance Studio 1	Dance Studio 2	Meeting Room 2
Monday –Friday Peak Time (after [5.00pm]: £A per hour	Monday –Friday Peak Time (after [5.00pm]: £D per hour	Monday –Friday Peak Time (after [5.00pm]: £J per hour
Monday –Friday Off Peak Time [8.30am – 5.00pm]: £B per hour	Monday –Friday Off Peak Time [8.30am – 5.00pm]: £E per hour	Monday –Friday Off Peak Time [8.30am – 5.00pm]: £K per hour
Saturday – Sunday Peak Time: £C per hour	Saturday – Sunday Peak Time: £F per hour	Saturday – Sunday Peak Time: £L per hour

## SCHEDULE C - Conditions to be

The provisions referred to by Clause 10 of the Agreement shall be:

### Restrictions/prohibitions

#### The Hirer will NOT:

1. use the Premises otherwise than for the purpose of the Hire;
2. sublet or share occupation of the Premises (but will permit any other part/s of the Premises to the extent that the Owner has consented in writing to any third party/ies to do so);
3. use the Premises for any unlawful way;
4. use the Premises for any immoral way;
5. [use the Premises in any way which would damage the reputation of the Owner];
6. for any purpose use any area of the Premises which this Agreement does not permit the Hirer to use;
7. place any signs in, at, or on the Premises without the prior written consent of the Owner [such consent not to be withheld unreasonably or delayed];



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8. [use any equipment in the Premises without the prior consent of the Owner [except for<<identify or describe the equipment>>];
  9. alter, add, interfere with or remove any furniture, fittings, lighting, heating, power or other equipment in or at the Premises and will not instal in or at the Premises any such items;
  10. drive any nail, screw or other fastener into any wall, floor, or furniture of the Premises or use any adhesive, glue, tape or tack or equivalent on or in the Premises without the prior consent of the Owner;
  11. bring into the Premises any power or energy or any form of heating;
  12. cause or allow any naked flames or open fires to be used in the Premises;
  13. allow any smoking in or at the Premises;
  14. bring in to the Premises or use in the Premises any alcoholic beverage;
  15. cause or allow anything in the Premises to arise to a health or safety risk;
  16. cause any nuisance, disturbance or inconvenience to the Owner or to the occupants of any neighbouring premises;
  17. cause or allow any obstruction to the main entrance or exit from the Premises;
  18. cause or allow any damage to the Premises;
  19. cause or allow any damage to the property in or at the Premises;
  20. allow more than a maximum of <<insert number>> persons to be present in or at the Premises at one time (but this shall not apply to the Premises other than in the Room);
  21. sell any books or literature in the Premises without the Owner's prior consent;
  22. hold any raffle or other form of lottery in the Premises without the Owner's prior consent and any necessary licences;
  23. make any audio or video recording in the Premises or broadcast from the Premises without the Owner's prior consent;
- <<insert any other restrictions>>

## **Requirements**

### **The Hirer will:**

1. keep any part/s of the Premises safe and tidy, and return, stack/store safely and neatly all of the equipment to the Owner's satisfaction;
2. remove from the Premises any items brought in by the Hirer;
3. remove from the Premises anything brought in by the Hirer;
4. make good any damage caused to anything in the Premises;
5. ensure that all electrical equipment meets current safety standards and that proof of such is provided from which is provided by the Hirer (e.g. Portable Appliance Testing (PAT) certificate on request);
6. comply in relation to the Premises with all applicable fire and safety regulations [the Hirer has received from the Owner];

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7. obtain and comply with any necessary copyright, entertainment or performance rights, and any other necessary licences or permissions for the Purpose of Hire;
  8. ensure that a competent person is authorised by the Hirer to act on its behalf is present at the Session and provides overall supervision of the Session;
  9. provide sufficient staff or cover for the Session, including safeguarding, overall supervision and any necessary further supervision;
  10. where the Hirer is not an individual, ensure that the person who the Hirer appoints as a representative is authorised to act on its behalf for any failure by the individual;
  11. be responsible for the care and supervision of any children or vulnerable adults attending for or in connection with the Session;
  12. ensure that the Premises are used for the Purpose of Hire;
  13. ensure that those attending the Session for the Purpose of Hire leave in an orderly manner;
  14. at the Premises, at the end of the Session, switch off all lighting and turn off hot water that the Hirer has supplied, close all windows that the Hirer has opened, [and] lock all doors [and remove any keys] or its representative as instructed by the Owner;
  15. comply with the Owner's instructions from time to time in relation to the Premises in connection with the Session, and any instruction regarding health and safety or noise levels;
- <<insert any other requirements>>

### **OWNER**

[Signed by <<Name>> for and on behalf of the Owner]

**OR**

[Signed by <<Name>>, the Owner]

**OR**

[Signed by <<Name of Charity Trustee>> )  
Charity Trustee

*Note: Also add full name(s) of any further signatories )  
for and on behalf of the Owner]* )

### **HIRER**

[Signed by <<Name of Charity Trustee>> )  
Charity Trustee

*Note: Also add full name(s) of any further signatories )  
for and on behalf of the Hirer]* )

**OR**

[Signed by <<Name>> for and on behalf of the Hirer]

# SAMPLE