S

WHOLE OF PREMISE

HIRER IS INDIVIDUAL)

<<N

es

8>>

THIS WHOLE OF PREMISES H <<month>> <<year>>

BETWEEN:

(1) [<<Name of Owner of Incorporation of Own Number>> whose regis

OR [<<Name of Owner of business>> of <<Owne

OR [<<Name of Owner of limited by guarantee Registration Number>: Commission number] (

Address>>]

OR [The trustees (namely which is the Owner of for the Charity>>) of th <<Charity's Name>> [a (England & Wales)] wh

OR [<<Name of Owner of organisation and a re (England & Wales) with

(hereinafter known as the 'Owne

AND

(2) <<Name of Hirer who Address>>

(hereinafter known as the 'Hirer'

1. Definitions and Interpreta

In this Agreement, except shall have the following me

'Agreement' means

Schedu

'Force Majeure' means

'Hire Fee' means

'Hire Period' means

['Hire Rate' means

Schedu Hirer] (

. ... 0.1

'Premises' means

>>,con classro areas t [attach nade and dated the <<date>> of

any registered in <<Country of Owner's Company Registration pr's Address>>]

dividual acting in the course of a

Charity>>, a charitable company England under no. <<Company tered charity no: [insert Charity registered office is at <<Owner's

ALL of the trustees of the Charity ose who are to be the signatories corporated association] known as sert Charity Commission number]

<

larity>>, a charitable incorporated ert Charity Commission number] gland at <<Charity's Address>>]

g as a consumer >> of <<Hirer's

wise requires, the following terms

ses Hire Agreement including its

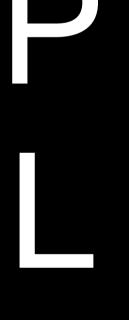
wner's reasonable control;

Session;

<<insert date>> (inclusive);

of the whole Premises [set out in] **OR** [as previously notified to the r's <<describe document etc>>];]

er's premises at <<insert address ption e.g [1][2] dance studio[s], etc)>> [and including the outdoor emises],][all as shown in the plan le A] to be hired to the Hirer



'Purpose of Hire' means

dance/

others individu

'Session'

means Sessio

> each p Dates;

'Session Date'

means for bloc

of thos

2. Hirer's Confirmation that

2.1 The Hirer warrants individual aged at le business and not as

2.2 For the purposes of or profession carr person/organizatior wholly or mainly ou

3. Session(s) Booked and e

3.1 The Owner agrees
Hire, all as provide
following Session D

Session: the perio e.g. 9.00pm>>

Session Date (s):

<<inse

for a <<describe purpose, e.g. event, scout activity etc>> including or to accompany any of those

e start time and finish time on the ngs of recurring Sessions, it means ame times on each of the Session

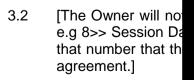
Premises are hired to the Hirer, and Sessions it means the dates of each

ith this Agreement, they are an ally or mainly for the purposes of a

means any business, trade, craft, ndividual Hirer or by any other the individual acting for purposes le, business, craft or profession.

e the Premises for the Purpose of r the following Session(s) on the

e.g. 7.00pm>> and <<insert time,



3.3 The hire for the Puincludes use of the

ng of more than <<insert number, nt. Any Session(s) over and above pt must be booked under a further

o the whole of the Premises and access to the building comprising



the Premises and attached to Schedu and use.

4. Payment of Hire Fees and

- 4.1 The Hirer shall pay
- 4.2 A deposit on accouramount of all Hire I e.g. 20%, 30%>>of amount>>] shall be more than <<insert [at least <<insert nu
- 4.3 No booking for any the Owner receives required by Sub-Cla Agreement immedi repay such part if a
- 4.4 The balance of the <<insert number, e.
- 4.5 If the balance of t required by Sub-Cla Agreement immediate be entitled to retain deposit previously previ
- 4.6 Upon cancellation udeposit not retaine any, that the Hirer h

5. Wrongful cancellation by

- 5.1 Except as otherwi cancels this Agre Agreement ("Hirer's
- 5.2 The Hirer shall not paid, the Owner s Session has been been booked) the Hwrongful cancellation the Hire Fees due f
 - 5.2.1 <<insert nu <<insert nur
 - 5.2.2 <<insert nur
 - 5.2.3 <<insert nu <<insert nu Date; or
 - 5.2.4 <<insert nu number, e.g
- 5.3 Where the Hirer is the total Hire Fees accepts any bookin Sessions and is paremain liable under

remises [all as shown in the plan hall be consideration for that hire

for non-payment

Ь.

ert %, e.g. 20%, 30%>> of the total es to be booked] **OR** [<<insert %, e Session] **OR** [£ <<insert deposit e date of this Agreement] **OR** [no ter the date of this Agreement] **OR** ore the [first] Session Date].

deemed to have been made until is not received in full by the date at any time thereafter cancel this the Hirer [and the Owner shall Hirer has paid by that date].

be due and payable no later than e [first] Session Date].

not received in full by the date at any time thereafter cancel this the Hirer, and upon doing so shall umber, e.g 40, 60, 80>>%] of the

e Owner will refund [the part of the and] such part of the balance, if Owner

by this Agreement, if the Hirer on shall be in breach of this and the following shall apply.

ny of the deposit, if any, previously noit, and, (whether only a single ing of two or more Sessions has will pay to the Owner upon Hirer's age of the balance of the total of onder this Agreement:

re the cancellation is more than re the first or only Session Date; . ere the cancellation is more than re the first or only Session Date; . ere the cancellation is more than before the first or only Session

here the cancellation is <<insert fore the first or only Session Date.

5.2 for any or all of the balance of wrongful cancellation, the Owner d party for any or all of the booked by the third party, the Hirer shall that liability shall be reduced as



follows. The Owner received from the incurred by the Ov then instead be lia Clause 5.2 less the

5.4 The amount due u become due and pa

6. Owner's cancellation

- 6.1 Subject to the fol cancellation under to previously paid by special damage de deduction by the O the Owner to the Hi
- 6.2 The Owner may c where it reasonably it will not practicable
 - 6.2.1 make the Pr
 - 6.2.2 where there available for

The Hirer shall rem returned to the Hire Session(s) falling at

- 6.3 The Owner may c where the Hirer is i Owner shall be ent returned by it purs Sessions as have t amount or part of s 10.4.
- 6.4 Where only one Se Agreement at any e.g. 21>>days before less than that num Owner shall, by wa referred to in Sub-C the Hire Fee for tha
- one of those Sess number 21>> days cancel more than or clearly states which cancels one or more option to issue a cordays after the Owner is cancelling, those by way of compens under this Sub-Clapursuant to Sub-Clapursuant to Sub-Clapers for those can Fees for the uncar

ability a sum equal to the payment onable sum for actual expenses hird party booking. The Hirer will for which it is liable under Sub-

be, Sub-Clause 5.2 or 5.3, shall notice given by the Owner

is Clause 6, where there is a will return to the Hirer all amounts eement as a deposit, balance or e payments shall be without any tout any further or other liability of

any time by notice to the Hirer orce Majeure which has occurred,

hgle booked Session; or

Sessions, make the Premises se booked Sessions.

vner may deduct from the amount the Hire Fees for the uncancelled Period.

any time by notice to the Hirer provision of this Agreement. The nd deduct from the amount to be both the Hire Fees for all such at the time of the notice and any e Hirer is liable under Sub-Clause

oked, the Owner may cancel this er given at least <<insert number for any reason the Owner gives notice shall be effective but the to Hirer in addition to the refund equal to <<e.g. 10, 15, 20>> % of

boked, the Owner may cancel any the Hirer given at least <<insert Session. The Owner may instead Sessions provided that the notice are being cancelled. If the notice Sessions, the Hirer shall have the er within <<insert number e.g. 7>> toes not wish to proceed with, and by the Owner. [The Owner shall ncelled by the Owner and/or Hirer unt to be returned by the Owner <<e.g. 10, 15, 20>>% of the Hire rer shall remain liable for the Hire nose which have been completed



and those yet to ta amount of the Hire against and deduc Owner under Sub-Creturnable amount

7. Hirer's permitted cancella

The Hirer may terminate to Owner commits any mater breach is remediable, fails after the Hirer gives noticn Agreement, the Owner shall Hire Fees paid for Session termination takes effect.

8. [Payment of special dama

- 8.1. The Hirer must pa before the date o Premises or Owne attending or involv soiling needing red been made until the
- 8.2 The Owner will reparance any such damage of after the booked Sewill not take place, deposit is depleted deduction is insufficially caused, the remain For the purpose of booked "Session" not such as the control of the purpose of booked "Session" not such as the control of the purpose of the control of the purpose of the control of the purpose of the control of

9. Conditions to be observe

The Hirer undertakes to o and to ensure that all per Schedule C "Hirer" include:

10. Liability

- 10.1 The Owner does n any facilities, or ac suitable for the Puri
- 10.2 The Hirer acknowl death of any perso negligence of the C to Sub-Clause 10.6
 - 10.2.1 responsible access to a Purpose of I
 - 10.2.2 responsible inadequacy exit from an

time during the Hire Period. The ancelled Sessions shall be set off e] amount to be returned by the tional amount to be paid with that

me by notice to the Owner if the erm of this Agreement and, if such ithin a period of <<e.g. 14>> days o. If the Hirer so terminates this ire Fees previously paid less such pleted prior to the date when the

y damage by Hirer.

posit of £<<insert figure>> on or ver any loss or damage to the sed by either the Hirer or anyone amage" for this purpose includes booking will be deemed to have cial damage deposit in full.

ter deducting the cost of rectifying syment will be made within 7 days r, when it has been cancelled and cancellation occurs. If the damage er this Sub-Clause 8.2 but the st of rectifying the damage or loss claimable under Sub-Clause 10.4. where more than one Session is set of the Sessions.

provisions set out in Schedule C the Premises also do so, and in

hat any or all of the Premises, or of them, are safe, adequate, or

far as any personal injury to or of the Premises is caused by the hom it is responsible, and subject

Premises and other facilities and fe, suitable, and adequate for the

ck of safety or unsuitability or or other facilities or access to or 10.3 Subject to Sub-Clai loss of or damage t Premises by the Hi

10.4 Subject to Sub-Cla indemnify and kee claims, demands, of financial detriment, Owner (directly or in

- 10.4.1 any damage
- 10.4.2 any loss of Owner in an
- 10.4.3 any loss of o
- 10.4.4 any breach other act or
- 10.4.5 any persona part/s of the the negliger
- 10.4.6 save to the caused by t responsible, the Purpose
- 10.4.7 save to the unsuitability facilities, or
- 10.5 In Sub-Clauses 10 (including employed or involved in any S
- 10.6 Nothing in either th shall exclude or in injury caused by i misrepresentation of law.
- [10.7 The Owner warrant business.]

11. Insurance

- 11.1 The Hirer, at its own cost, the whole Hire Period all it insurance as is necessary for liability arising out of a by such items.
- 11.2 The Hirer will at its own maintain in force for the w Liability Insurance, such ir damage, including damage those acting on its behalf and those attending or invenience indemnity of at least <<e.g

epts no responsibility or liability for or left or stored in any part/s of the

reby agrees to be liable for and er from and against all actions, s, loss, delay, damages or other arded against or incurred by the

the Premises by the Hirer;

the Hirer to any property of the

prought into or left or stored in any

his Agreement or any negligent or each of statutory duty by the Hirer;

ny person who is in or about any e of Hire, except where caused by erson for whom it is responsible;

10.4.5 applies and save where vner or any person for whom it is f the Premises (whether or not for

0.4.5 applies, any lack of safety or or all of the Premises, or other y of them.

ludes those acting on its behalf rs or agents), or others attending

er provisions(s) of this Agreement ty's liability for death or personal is liability for fraud or fraudulent in cannot be limited or excluded by

dual acting for the purposes of a

in in force insurance covering for der this Agreement including such rought to or into the Premises and used whether directly or indirectly

putable insurance company and liability Insurance and Third Party or for personal injury and property e acts and omissions of the Hirer, intractors, volunteers and agents, uch insurance must have a limit of cident.]



11.3 The Hirer will produce to the and when requested fro demonstrate that the insurrent out and maintain is current

12. Miscellaneous

12.1 Force Majeure
The Owner shall not be in failure to perform its oblig Force Majeure.

12.2 VAT

All amounts payable by the Added Tax (VAT). Where the current rate applicable being payable or returnable

12.3 Assignment

This Agreement is persor benefits under this Agree transfer any of its rights or

12.4 Third Party Rights
The parties agree that a parising solely by virtue of tany terms of this Agreement

12.5 Notices

All notices given under this ordinary pre-paid post to a deemed to have been serv

12.6 Waiver

The failure to exercise, or Agreement shall not amou it preclude or restrict any fu

- 12.7 Entire Agreement This Agreement is the who previous discussion, arra agreement between them r
- 12.8 Nature of Arrangem This Agreement constitute tenancy or other right of ottenant exists between the
- 12.9 Variation

No variation to this Agreer by or on behalf of the Own

12.10 Law and Jurisdictio This Agreement shall be go the exclusive jurisdiction of

SCHEDULE A – the Premises

[Note: Insert here a detailed descr

- the access ways to it
- the toilet, kitchen and car
- the access ways to those

this Agreement and thereafter as e Owner sufficient evidence to equired by this Agreement to take es of receipts for premiums paid.

ent by reason of, or liable for, any ement if such failure results from

is Agreement exclusive of Value / such amount it shall be added at in this Agreement to any amount ether with that VAT.

refore none of its obligations or by it. The Owner may assign or reement

ty to this Agreement has no right Third Parties) Act 1999 to enforce

writing and addressed and sent by n in this Agreement, and it shall be ays of posting.

y, any right or remedy under this any other right or remedy nor shall ny other right or remedy.

the parties and it supersedes any presentation, understanding, or ter.

e the Premises and it confers no nd no relationship of landlord and

lless agreed in writing and signed

Ind any dispute shall be subject to Wales.

Premises, showing

es in or at the Premises

(Single or Multi-Session)

- the outdoor areas if any, a

SCHEDULE B - Hire Rate

[Note to Owner: It is assumed in room/hall or more than one room Premises.]

Hire Rates for the Premises

Monday – Friday Peak Time (after Monday – Friday Off Peak Time [8. Saturday – Sunday Peak Time: £0

SCHEDULE C - Conditions to be

The provisions referred to by Clau

Restrictions/prohibitions

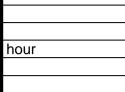
The Hirer will **NOT**:

- use the Premises otherwise
- 2. sublet or share occupation
- 3. use the Premises for any u
- 4. use the Premises for any ir
- 5. [use the Premises in any w
- 6. place any signs in, at, or Owner [such consent not to
- 7. **[**use any equipment in the for<<identify or describe th
- 8. alter, add, interfere with or power or other equipment not instal in or at the Premi
- drive any nail, screw or oth Premises or use any adh Premises without the prior
- bring to or into the Premis heating;
- cause or allow any naked Premises;
- 12. allow any smoking in or at
- bring to or into the Prer beverage;
- 14. cause or allow anything in
- cause any nuisance, distur owners, occupiers or users
- 16. cause or allow any obstruc
- 17. cause or allow any damage



s comprising the Premises.1

Premises may comprise a single the whole, not just part/s, of the



Hire;

- Premises;
- / unlawful way;
- immoral way;

the reputation of the Owner];

It the prior written consent of the d or delayed;

rior consent of the Owner [except

furniture, fittings, lighting, heating, ems in or at the Premises and will items:

- any wall, floor, or furniture of the tack or equivalent on or in the
- al power or energy or any form of
- se sticks to be used in or at the

r at the Premises any alcoholic

rise to a health or safety risk;

onvenience to the Owner or to the mises:

exit from the Premises:

- cause or allow any dama Premises;
- for health and safety reas persons to be present in or
- 20. sell any books or literature prior consent;
- 21. hold any raffle or other for consent and any necessary
- 22. make any audio or video Premises without the Owne <<insert any other restriction

Requirements

The Hirer will:

- keep the Premises clean a Owner's chairs, tables an storage location/s in or at t
- 2. remove from the Premises
- 3. remove from the Premises
- 4. make good any damage ca
- ensure that all electrical e Hirer meets current safety (PAT) and that proof of suc
- 6. comply in relation to the P fire and safety regulations
- obtain and comply with entertainment or performing permissions for the Purpos
- be present at the Premises of each Session;
- provide sufficient staff or day necessary further super
- be responsible for any faile or run all or any part or asp
- be responsible for the cal attending for or in connecti
- ensure that the Premises a
- ensure that those attendin manner;
- 14. at the end of each Sessior has switched on, shut all w return keys to the Owner o
- comply with the Owner's relation to the Premises in and safety or noise levels;

quipment or property in or at the maximum of <<insert number>> one time; the Premises without the Owner's Premises without the Owner's prior Premises or broadcast from the

k/store safely and neatly all of the and equipment to the Owner's

tems brought in by the Hirer;

to anything in the Premises;

remises which is provided by the irrent Portable Appliance Testing er [on request];

ole fire and safety regulations][the has received from the Owner];

mises any necessary copyright, any other necessary licences or

on and provide overall supervision

ewarding, overall supervision and

p acts to supervise, manage, lead

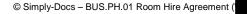
any children or vulnerable adults

f Hire:

urpose of Hire leave in an orderly

nd turn off hot water that the Hirer s opened, [and] lock all doors [and tructed by the Owner];

instructions from time to time in b, any instruction regarding health



<<insert any other requirer

OWNER

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

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

OR

[Signed by <<Name of Charity Tru Charity Trustee Note: Also add full name(s) of any fun for and on behalf of the Owner]

HIRER

Signed by <<Name>>, the Hirer

