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THIS WHOLE OF PREMISES HIRING AGREEMENT made and dated the <<date>> of <<month>> <<year>>

BETWEEN:

- (1) [<<Name of Owner of Company>> a company registered in <<Country of Incorporation of Owner's Company>> with Registration Number>> whose registered office is at <<Owner's Address>>]
- OR [<<Name of Owner of business>> of <<Owner's Address>>]
- OR [<<Name of Owner of Charity>>, a charitable company limited by guarantee registered in England under no. <<Company Registration Number>> <<Charity's Commission number>>] (the "Charity") whose registered office is at <<Owner's Address>>]
- OR [The trustees (namely <<Name of Trustees>> which is the Owner of the Charity) for the Charity>>) of the <<Charity's Name>> [a charity registered in (England & Wales)] whose registered office is at <<Charity's Address>>]
- OR [<<Name of Owner of organisation and a registered charity>> (England & Wales) with Charity Commission number <<Charity's Commission number>>] (the "Charity") whose registered office is at <<Charity's Address>>]
- (hereinafter known as the 'Owner')

AND

- (2) <<Name of Hirer who is hiring the Premises as a consumer >> of <<Hirer'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 including its Schedules;
- 'Force Majeure'** means an event which is beyond the Owner's reasonable control;
- 'Hire Fee'** means the fee payable by the Hirer per Session;
- 'Hire Period'** means the period from <<insert date>> (inclusive) to <<insert date>> (exclusive);
- ['Hire Rate'** means the rate payable by the Hirer of the whole Premises [set out in Schedule 1] OR [as previously notified to the Hirer's <<describe document etc>>];]
- 'Premises'** means the premises at <<insert address>>, comprising <<insert description of Premises>> (e.g. [1][2] dance studio[s], etc)>> [and including the outdoor areas of the Premises],][all as shown in the plan attached as Schedule A] to be hired to the Hirer

'Purpose of Hire' means for a <<describe purpose, e.g. dance/event, scout activity etc>> including or to accompany any of those individuals;

'Session' means the start time and finish time on the Session Dates; if there are multiple Sessions of recurring Sessions, it means the start and finish times on each of the Session Dates;

'Session Date' means the date on which the Premises are hired to the Hirer, and for the Session(s) it means the dates of each Session;

2. Hirer's Confirmation that

2.1 The Hirer warrants that they are an individual aged at least 18 years old, acting wholly or mainly for the purposes of a business and not as an individual;

2.2 For the purposes of this Agreement, the Hirer means any business, trade, craft, profession or occupation carried on by the individual Hirer or by any other person/organization acting on behalf of the individual acting for purposes wholly or mainly out of, or in connection with, the business, craft or profession.

3. Session(s) Booked and e

3.1 The Owner agrees to hire the Premises for the Purpose of Hire, all as provided in this Agreement, for the following Session Date(s) and Session Time(s):

Session: the period of time for which the Premises are hired, e.g. 7.00pm>> and <<insert time, e.g. 9.00pm>>

Session Date (s): [

<<insert

3.2 [The Owner will not accept booking of more than <<insert number, e.g 8>> Session Dates in any one Session Date. Any Session(s) over and above that number that the Hirer books must be booked under a further agreement.]

3.3 The hire for the Purpose of Hire includes use of the whole of the Premises and access to the building comprising

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deemed to have been made until it is not received in full by the date of termination or, if not, at any time thereafter cancel this Agreement. The Owner shall not be bound to the Hirer [and the Owner shall not be bound to the Hirer has paid by that 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

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

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

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

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follows. The Owner shall be liable for the amount received from the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled, then instead be liable for the amount received from the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled, then instead be liable for the amount received from the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled.

liability a sum equal to the payment received from the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled, then instead be liable for the amount received from the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled.

5.4 The amount due under this Clause shall become due and payable by the Hirer on the date of the notice given by the Owner.

be, Sub-Clause 5.2 or 5.3, shall become due and payable by the Hirer on the date of the notice given by the Owner.

6. Owner's cancellation

6.1 Subject to the provisions of this Clause 6, where there is a cancellation under this Clause 6, the Owner shall be entitled to return to the Hirer all amounts previously paid by the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled, then instead be liable for the amount received from the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled.

is Clause 6, where there is a cancellation under this Clause 6, the Owner shall be entitled to return to the Hirer all amounts previously paid by the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled, then instead be liable for the amount received from the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled.

6.2 The Owner may cancel any Session at any time by notice to the Hirer where it reasonably appears that the Session will not practicably be held.

at any time by notice to the Hirer where it reasonably appears that the Session will not practicably be held.

6.2.1 make the Premises available for the Session.

single booked Session; or

6.2.2 where there is more than one Session booked, the Owner may cancel any Session at any time by notice to the Hirer where it reasonably appears that the Session will not practicably be held.

Sessions, make the Premises available for the Session.

The Hirer shall remain liable for the amount of the Hire Fees for the uncanceled Session(s) falling at the time of the notice.

owner may deduct from the amount of the Hire Fees for the uncanceled Session(s) falling at the time of the notice.

6.3 The Owner may cancel any 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 return to the Hirer all amounts previously paid by the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled, then instead be liable for the amount received from the Hirer for the Sessions cancelled, less the amount incurred by the Owner for the Sessions cancelled.

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6.4 Where only one Session is booked, the Owner may cancel this Session at any time by notice to the Hirer given at least <<insert number e.g. 21>> days before the Session is to be held. The notice shall be effective but the Owner shall, by way of compensation, be liable to the Hirer in addition to the refund of the Hire Fee for that Session, a sum equal to <<e.g. 10, 15, 20>> % of the Hire Fee for that Session.

booked, the Owner may cancel this Session at any time by notice to the Hirer given at least <<insert number e.g. 21>> days before the Session is to be held. The notice shall be effective but the Owner shall, by way of compensation, be liable to the Hirer in addition to the refund of the Hire Fee for that Session, a sum equal to <<e.g. 10, 15, 20>> % of the Hire Fee for that Session.

6.5 Where more than one Session is booked, the Owner may cancel any Session at any time by notice to the Hirer given at least <<insert number 21>> days before the Session is to be held. The notice shall be effective but the Owner shall, by way of compensation, be liable to the Hirer in addition to the refund of the Hire Fee for that Session, a sum equal to <<e.g. 10, 15, 20>> % of the Hire Fee for that Session.

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and those yet to take place, the amount of the Hire Fees payable against and deducted from the Hire Fees payable by the Owner under Sub-Clause 10.5 shall be the returnable amount.

time during the Hire Period. The Hire Fees for cancelled Sessions shall be set off against the [insert] amount to be returned by the Hirer. The additional amount to be paid with that amount shall be [insert] 5].

7. Hirer's permitted cancellations

The Hirer may terminate this Agreement if the Owner commits any material breach which is remediable, fails to remedy the breach after the Hirer gives notice in writing, or if the Owner breaches this Agreement, the Owner shall be liable to pay the Hire Fees paid for Sessions terminated by the Hirer from the date of termination takes effect.

The Hirer may terminate this Agreement by notice to the Owner if the Owner commits any material breach which is remediable, fails to remedy the breach within a period of <<e.g. 14>> days after the notice is given. If the Hirer so terminates this Agreement, the Owner shall be liable to pay the Hire Fees previously paid less such amount as may be due for Sessions completed prior to the date when the termination takes effect.

8. [Payment of special damage deposit]

Special damage by Hirer.

8.1. The Hirer must pay a special damage deposit of £<<insert figure>> on or before the date of the first Session at the Premises or Owner's Premises. The deposit is for any loss or damage to the Premises or Owner's Premises caused by either the Hirer or anyone attending or involved in the Session. "Special damage" for this purpose includes loss of booking. The booking will be deemed to have been made until the date of the Session.

8.1. The Hirer must pay a special damage deposit of £<<insert figure>> on or before the date of the first Session at the Premises or Owner's Premises. The deposit is for any loss or damage to the Premises or Owner's Premises caused by either the Hirer or anyone attending or involved in the Session. "Special damage" for this purpose includes loss of booking. The booking will be deemed to have been made until the date of the Session.

8.2. The Owner will repay the special damage deposit to the Hirer after the booked Session, when it has been cancelled and the special damage deposit is depleted. If the special damage deposit is insufficient to cover the cost of rectifying the damage or loss caused, the remainder of the special damage deposit shall be paid by the Hirer. For the purpose of this Clause, a "Session" means a Session booked by the Hirer.

8.2. The Owner will repay the special damage deposit to the Hirer after the booked Session, when it has been cancelled and the special damage deposit is depleted. If the special damage deposit is insufficient to cover the cost of rectifying the damage or loss caused, the remainder of the special damage deposit shall be paid by the Hirer. For the purpose of this Clause, a "Session" means a Session booked by the Hirer.

9. 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:

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10. Liability

10.1 The Owner does not warrant that any or all of the Premises, or any facilities, or access to the Premises, are safe, adequate, or suitable for the Purpose of the Session.

The Owner does not warrant that any or all of the Premises, or any facilities, or access to the Premises, are safe, adequate, or suitable for the Purpose of the Session.

10.2 The Hirer acknowledges that the death of any person attending the Session is caused by the negligence of the Owner or the Hirer or both. The Hirer shall be liable to the Owner for the death of any person attending the Session to Sub-Clause 10.6.

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10.2.1 responsible for the death of any person attending the Session to Sub-Clause 10.6. The Hirer shall be liable to the Owner for the death of any person attending the Session to Sub-Clause 10.6.

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- 10.3 Subject to Sub-Clause 10.4, the Hirer accepts no responsibility or liability for loss of or damage to any property brought into or left or stored in any part/s of the Premises by the Hirer;
- 10.4 Subject to Sub-Clause 10.4.5, the Hirer hereby agrees to be liable for and to indemnify and keep the Owner free from and against all actions, claims, demands, costs, expenses, losses, 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;
- 10.4.1 any damage to any property of the Owner brought into or left or stored in any part/s of the Premises by the Hirer;
- 10.4.2 any loss of or damage to any property of the Owner in any part/s of the Premises brought into or left or stored in any part/s of the Premises by the Hirer;
- 10.4.3 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;
- 10.4.4 any breach of contract or other act or omission in connection with this Agreement or any negligent or breach of statutory duty by the Hirer;
- 10.4.5 any personal injury or death of any person who is in or about any part/s of the Premises during the Hire, except where caused by the negligence of a person for whom it is responsible;
- 10.4.6 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, 10.4.5 applies and save where the loss or damage is caused by the negligence of the Premises (whether or not for the Purpose of the Hire);
- 10.4.7 save to the extent that the loss or damage is caused by the unsuitability of the Premises or any facilities, or any equipment, 10.4.5 applies, any lack of safety or security of the Premises, or other equipment of them.
- 10.5 In Sub-Clauses 10.4.1 to 10.4.7 (including employees or agents) or involved in any Service, the Owner includes those acting on its behalf (including employees or agents), or others attending the Premises;
- 10.6 Nothing in either the above provisions(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 of law cannot be limited or excluded by law.
- [10.7 The Owner warrants that it is an individual acting for the purposes of a business.]

11. Insurance

- 11.1 The Hirer, at its own cost, shall maintain in force for the whole Hire Period all insurance as is necessary for liability arising out of or in connection with the Hire by such items.
- 11.2 The Hirer will at its own cost maintain in force for the whole Hire Period Liability Insurance, such insurance must have a limit of indemnity of at least <<e.g. £1,000,000 per incident.>> and those attending or involved in the Hire must have a limit of indemnity of at least <<e.g. £1,000,000 per incident.>>

11.3 The Hirer will produce to the Owner and when requested from the Owner demonstrate that the insurance cover for the Premises is current and maintained.

12. Miscellaneous

12.1 Force Majeure

The Owner shall not be in breach of this Agreement by reason of, or liable for, any failure to perform its obligations under this Agreement if such failure results from Force Majeure.

12.2 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 being payable or returnable by the Hirer under this Agreement it shall be added at the current rate applicable to such amount in this Agreement to any amount payable or returnable by the Hirer under this Agreement together with that VAT.

12.3 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 to any third party.

12.4 Third Party Rights

The parties agree that a party to this Agreement has no right to enforce any terms of this Agreement (Third Parties) Act 1999 to enforce any terms of this Agreement.

12.5 Notices

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

12.6 Waiver

The failure to exercise, or to enforce, 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 or other right or remedy.

12.7 Entire Agreement

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

12.8 Nature of Arrangement

This Agreement constitutes a licence to occupy the Premises and it confers no tenancy or other right of occupancy and no relationship of landlord and tenant exists between the parties.

12.9 Variation

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

12.10 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 – the Premises

[Note: Insert here a detailed description of the Premises, showing

- the access ways to it
- the toilet, kitchen and car parking spaces in or at the Premises
- the access ways to those

- the outdoor areas if any, and all other areas comprising the Premises.]

SCHEDULE B – Hire Rate

[Note to Owner: It is assumed in this Agreement that the Premises may comprise a single room/hall or more than one room/hall, comprising the whole, not just part/s, of the Premises.]

Hire Rates for the Premises
Monday –Friday Peak Time (after 17.00 hours)
Monday –Friday Off Peak Time [8.00 – 17.00 hours]
Saturday – Sunday Peak Time: £

hour

SCHEDULE C - Conditions to be

The provisions referred to by Clause

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;
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. place any signs in, at, or on the Premises without the prior written consent of the Owner [such consent not to be unreasonably withheld or delayed];
7. [use any equipment in the Premises without the prior consent of the Owner [except for<<identify or describe the equipment];
8. alter, add, interfere with or remove any furniture, fittings, lighting, heating, power or other equipment or fixtures in or at the Premises and will not instal in or at the Premises any such items;
9. drive any nail, screw or other fastener into any wall, floor, or furniture of the Premises or use any adhesive or other fastener to tack or equivalent on or in the Premises;
10. bring to or into the Premises any electrical power or energy or any form of heating;
11. cause or allow any naked flames or open fires to be used in or at the Premises;
12. allow any smoking in or at the Premises;
13. bring to or into the Premises any alcoholic beverage;
14. cause or allow anything in or at the Premises to give rise to a health or safety risk;
15. cause any nuisance, disturbance or inconvenience to the Owner or to the occupants, owners, occupiers or users of the Premises;
16. cause or allow any obstruction to the exit from the Premises;
17. cause or allow any damage to the Premises;

18. cause or allow any damage to the equipment or property in or at the Premises;

19. for health and safety reasons, limit the maximum of <<insert number>> persons to be present in or on the Premises at one time;

20. sell any books or literature on the Premises without the Owner's prior consent;

21. hold any raffle or other form of lottery on the premises without the Owner's prior consent and any necessary permits;

22. make any audio or video recording on the Premises or broadcast from the Premises without the Owner's prior consent;

<<insert any other restrictions>>

Requirements

The Hirer will:

- | | | | |
|-----|---|-----|---|
| 1. | keep the Premises clean and tidy, including the Owner's chairs, tables and any other furniture or equipment, and store any items brought in by the Hirer in a designated storage location/s in or at the Premises; | 1. | keep the Premises clean and tidy, including the Owner's chairs, tables and any other furniture or equipment, and store any items brought in by the Hirer in a designated storage location/s in or at the Premises; |
| 2. | remove from the Premises any items brought in by the Hirer which are not required for the Purpose of Hire; | 2. | remove from the Premises any items brought in by the Hirer which are not required for the Purpose of Hire; |
| 3. | remove from the Premises any items brought in by the Hirer which are not required for the Purpose of Hire; | 3. | remove from the Premises any items brought in by the Hirer which are not required for the Purpose of Hire; |
| 4. | make good any damage caused by the Hirer or the Premises to anything in the Premises; | 4. | make good any damage caused by the Hirer or the Premises to anything in the Premises; |
| 5. | ensure that all electrical equipment brought in by the Hirer meets current safety standards and that proof of such compliance is provided to the Owner [on request]; | 5. | ensure that all electrical equipment brought in by the Hirer meets current safety standards and that proof of such compliance is provided to the Owner [on request]; |
| 6. | comply in relation to the Premises with all applicable fire and safety regulations [the Hirer has received from the Owner]; | 6. | comply in relation to the Premises with all applicable fire and safety regulations [the Hirer has received from the Owner]; |
| 7. | obtain and comply with all necessary copyright, entertainment or performance licences or permissions for the Purpose of Hire; | 7. | obtain and comply with all necessary copyright, entertainment or performance licences or permissions for the Purpose of Hire; |
| 8. | be present at the Premises during each Session and provide overall supervision of each Session; | 8. | be present at the Premises during each Session and provide overall supervision of each Session; |
| 9. | provide sufficient staff or other personnel to ensure the Premises are adequately supervised, overall supervision and any necessary further supervision; | 9. | provide sufficient staff or other personnel to ensure the Premises are adequately supervised, overall supervision and any necessary further supervision; |
| 10. | be responsible for any failure of the Premises or run all or any part or aspect of the Premises; | 10. | be responsible for any failure of the Premises or run all or any part or aspect of the Premises; |
| 11. | be responsible for the care and supervision of any children or vulnerable adults attending for or in connection with the Purpose of Hire; | 11. | be responsible for the care and supervision of any children or vulnerable adults attending for or in connection with the Purpose of Hire; |
| 12. | ensure that the Premises are left in a clean and tidy state at the end of each Session; | 12. | ensure that the Premises are left in a clean and tidy state at the end of each Session; |
| 13. | ensure that those attending the Premises are asked to leave the Premises in an orderly manner; | 13. | ensure that those attending the Premises are asked to leave the Premises in an orderly manner; |
| 14. | at the end of each Session, ensure that the Premises are left in a clean and tidy state, and turn off hot water that the Hirer has switched on, shut all windows and doors, return keys to the Owner or as instructed by the Owner; | 14. | at the end of each Session, ensure that the Premises are left in a clean and tidy state, and turn off hot water that the Hirer has switched on, shut all windows and doors, return keys to the Owner or 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 Purpose of Hire, any instruction regarding health and safety or noise levels; | 15. | comply with the Owner's instructions from time to time in relation to the Premises in connection with the Purpose of Hire, any instruction regarding health and safety or noise levels; |

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| 10. | be responsible for any failure to properly maintain, inspect, or run all or any part or aspect of the Premises; | to acts to supervise, manage, lead, direct, or control the performance of any children or vulnerable adults |
| 11. | be responsible for the care, supervision, and control of any children attending for or in connection with the Hire; | |
| 12. | ensure that the Premises are properly maintained and safe for the purpose of Hire; | |
| 13. | ensure that those attending the Premises for the purpose of Hire leave in an orderly manner; | |
| 14. | at the end of each Session, if the Hirer has switched on, shut all water, and return keys to the Owner or the Owner's representative; | and turn off hot water that the Hirer has opened, [and] lock all doors [and] return keys to the Owner or the Owner's representative; |
| 15. | comply with the Owner's instructions from time to time in relation to the Premises in connection with the Hire, any instruction regarding health and safety or noise levels; | |

15. comply with the Owner's instructions from time to time in relation to the Premises in respect of, 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 funding body)
for and on behalf of the Owner])

HIRER

Signed by <<Name>>, the Hirer

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