

S

WHOLE OF PREMISES HI (OR IS AN ORGANISATION)
Sin sion

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'Force Majeure' means Owner's reasonable control;

'Hire Fee' means Session;

'Hire Period' means <<insert date>> (inclusive);

['Hire Rate' means of the whole Premises [set out in Schedule] OR [as previously notified to the Hirer] C's <<describe document etc>>];]

'Premises' means Owner's premises at <<insert address >>,com[]ption e.g [1][2] dance studio[s], classroom, etc)>> [and including the outdoor areas f[]remises],][all as shown in the plan [attach[]le A] to be hired to the Hirer

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

'Session' means the start time and finish time on the Session Dates; of recurring Sessions, it means each p[]ame times on each of the Session Dates;

'Session Date' means Premises are hired to the Hirer, and for bloc[] Sessions it means the dates of each of thos

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2. Session(s) Booked and e

2.1 The Owner agrees to use the Premises for the Purpose of Hire, all as provide for the following Session D

Session: the period e.g. 7.00pm>> and <<insert time, e.g. 9.00pm>>

Session Date (s): [<<inse

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2.2 [The Owner will not be responsible for the hiring of more than <<insert number, e.g 8>> Session Da[]nt. Any Session(s) over and above

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that number that the agreement.]

ot must be booked under a further

2.3 The hire for the Premises includes use of the Premises and attached to Schedule and use.

to the whole of the Premises and access to the building comprising the Premises [all as shown in the plan shall be consideration for that hire

3. Payment of Hire Fees and

for non-payment

3.1 The Hirer shall pay

s.

3.2 A deposit on account of amount of all Hire Fees e.g. 20%, 30% of amount shall be more than <<insert [at least <<insert nu

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].

3.3 No booking for any the Owner receives required by Sub-Clause Agreement immediately repay such part if a

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

3.4 The balance of the <<insert number, e.

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

3.5 If the balance of t required by Sub-Clause Agreement immediately be entitled to retain deposit previously p

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

3.6 Upon cancellation u deposit not retained any, that the Hirer h

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

4. Wrongful cancellation by

4.1 Except as otherwise cancels this Agreement ("Hirer's

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

4.2 The Hirer shall not paid, the Owner s Session has been been booked) the H wrongful cancellation the Hire Fees due f

ny of the deposit, if any, previously n it, 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 nder this Agreement:

4.2.1 <<insert nu <<insert nu

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

4.2.2 <<insert nu <<insert nu

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

4.2.3 <<insert nu <<insert nu Date; or

ere the cancellation is more than s before the first or only Session

4.2.4 <<insert nu number, e.g

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

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4.3 Where the Hirer is the total Hire Fees accepts any booking Sessions and is paid remain liable under follows. The Owner received from the incurred by the Owner then instead be liable Clause 4.2 less the

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

4.4 The amount due under become due and paid

be, Sub-Clause 4.2 or 4.3, shall notice given by the Owner

5. Owner's cancellation

5.1 Subject to the for cancellation under the previously paid by special damage deduction by the Owner to the Hirer

is Clause 5, where there is a will return to the Hirer all amounts agreement as a deposit, balance or the payments shall be without any about any further or other liability of

5.2 The Owner may cancel where it reasonably it will not practicably

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

5.2.1 make the Premises

single booked Session; or

5.2.2 where there available for

Sessions, make the Premises se booked Sessions.

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

owner may deduct from the amount the Hire Fees for the uncanceled Period.

5.3 The Owner may cancel where the Hirer is if Owner shall be entitled returned by it pursuant Sessions as have been amount or part of sub 9.4.

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

5.4 Where only one Session Agreement at any time e.g. 21>>days before less than that number Owner shall, by way referred to in Sub-Clause the Hire Fee for that

booked, the Owner may cancel this Hirer 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

5.5 Where more than one of those Sessions number 21>> days cancel more than one clearly states which cancels one or more option to issue a cancellation days after the Owner is cancelling, those

booked, 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 Hirer within <<insert number e.g. 7>> does not wish to proceed with, and by the Owner. [The Owner shall

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by way of compensa
under this Sub-Clau
pursuant to Sub-Cl
Fees for those can
Fees for the uncar
and those yet to ta
amount of the Hire
against and deduct
Owner under Sub-C
returnable amount t

Cancelled by the Owner and/or Hirer
amount to be returned by the Owner
<<e.g. 10, 15, 20>>% of the Hire
Hirer shall remain liable for the Hire
those which have been completed
time during the Hire Period. The
Cancelled Sessions shall be set off
[e] amount to be returned by the
Additional amount to be paid with that
5]

6. Hirer’s permitted cancella

The Hirer may terminate t
Owner commits any materi
breach is remediable, fails
after the Hirer gives notic
Agreement, the Owner sha
Hire Fees paid for Sessio
termination takes effect.

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

7. [Payment of special dama

7.1. The Hirer must pa
before the date of
Premises or Owne
attending or invol
soiling needing rec
been made until 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.

7.2 The Owner will repa
any such damage o
after the booked Se
will not take place,
deposit is deplete
deduction is insuffi
caused, the remain
For the purpose of
booked “Session” n

fter deducting the cost of rectifying
ayment will be made within 7 days
r, when it has been cancelled and
cancellation occurs. If the damage
er this Sub-Clause 7.2 but the
st of rectifying the damage or loss
claimable under Sub-Clause 9.4.
where more than one Session is
st of the Sessions.]

8. Conditions to be observe

The Hirer undertakes to o
and to ensure that all per
Schedule C “Hirer” includ

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

9. Liability

9.1 The Owner does n
any facilities, or ac
suitable for the Purp

that any or all of the Premises, or
y of them, are safe, adequate, or

9.2 The Hirer acknowl
death of any perso
negligence of the O
to Sub-Clause 9.6,

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

9.2.1 responsible
access to a
Purpose of

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

S

9.2.2 responsible
inadequacy
exit from an

lack of safety or unsuitability or
or other facilities or access to or

9.3 Subject to Sub-Cla
loss of or damage t
Premises by the Hir

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

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

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

9.4.1 any damage

the Premises by the Hirer;

9.4.2 any loss of
Owner in an

the Hirer to any property of the

9.4.3 any loss of o
part/s of the

brought into or left or stored in any

9.4.4 any breach
other act or

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

9.4.5 any persona
part/s of the
the negliger

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

9.4.6 save to the
caused by t
responsible,
the Purpose

e 9.4.5 applies and save where
wner or any person for whom it is
f the Premises (whether or not for

9.4.7 save to the
unsuitability
facilities, or

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

9.5 In Sub-Clauses 9.
(including employe
or involved in any S

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

9.6 Nothing in either th
shall exclude or in
injury caused by i
misrepresentation o
law.

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

[9.7 The Owner warrant
business.]

idual acting for the purposes of a

10. Insurance

10.1 The Hirer, at its own cost,
the whole Hire Period all i
insurance as is necessary
for liability arising out of a
by such items.

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

10.2 The Hirer will at its own
maintain in force for the w
Liability Insurance, such in
damage, including damage

reputable insurance company and
Liability Insurance and Third Party
er for personal injury and property
e acts and omissions of the Hirer,

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those acting on its behalf and those attending or involved in the performance of the Agreement. The indemnity shall include the cost of any legal proceedings and the cost of any investigation and indemnity of at least <<e.g.

contractors, volunteers and agents, such insurance must have a limit of [£1,000,000 per incident.]

10.3 The Hirer will produce to the Owner and when requested from the Owner demonstrate that the insurance cover required by this Agreement is current and maintained.

from the date of this Agreement and thereafter as required by the Owner sufficient evidence to demonstrate compliance with the requirements of this Agreement to take the form of receipts for premiums paid.

11. Miscellaneous

11.1 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.

Force Majeure shall mean any event which is beyond the control of the party affected and which prevents or hinders the performance of the Agreement.

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 such amount it shall be added at the current rate applicable in the United Kingdom at the time being payable or returnable to the Hirer.

Value Added Tax (VAT) shall be payable by the Hirer in addition to any amount payable under this Agreement exclusive of Value Added Tax (VAT). Where Value Added Tax is payable on any such amount it shall be added at the current rate applicable in the United Kingdom at the time being payable or returnable to the Hirer.

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.

The Hirer shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Owner.

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.

Nothing in this Agreement shall be construed as giving any person other than the parties to this Agreement any right to enforce any terms of this Agreement by virtue of the Third Parties Act 1999.

11.5 Notices

All notices given under this Agreement shall be in writing and addressed to the party to whom they are given 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.

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11.6 Waiver

The failure to exercise, or the failure to insist on the strict performance of, any right or remedy under this Agreement shall not amount to a waiver of that right or remedy or preclude or restrict any further or other right or remedy.

The failure to exercise, or the failure to insist on the strict performance of, any right or remedy under this Agreement shall not amount to a waiver of that right or remedy or preclude or restrict any further or other 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 between them.

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

11.8 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.

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11.9 Variation

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

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

11.10 Law and Jurisdiction

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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.

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 spaces
- the outdoor areas if any, and any other facilities as comprising the Premises.]

Premises, showing:
- the access ways to it
- the toilet, kitchen and car parking spaces in or at the Premises
- the access ways to those spaces
- the outdoor areas if any, and any other facilities as 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, but not just part/s, of the Premises.]

Premises may comprise a single room/hall or more than one room/hall, but not just part/s, of the Premises.]

Hire Rates for the Premises	
Monday –Friday Peak Time (after 18.00 hours)	£
Monday –Friday Off Peak Time [8.00 – 18.00 hours]	£
Saturday – Sunday Peak Time: £	£

SCHEDULE C - Conditions to be observed

The provisions referred to by Clause 1.1 shall apply to the Premises.

The provisions referred to by Clause 1.1 shall apply to the Premises.

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 purpose;
4. use the Premises for any immoral purpose;
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 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 or 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 to be used in or at the Premises;
12. allow any smoking in or at the Premises.

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 purpose;
4. use the Premises for any immoral purpose;
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 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 or 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 to be used in or at the Premises;
12. allow any smoking in or at the Premises.

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- 13. bring to or into the Premises any alcoholic beverage;
- 14. cause or allow anything in or on the Premises to give rise to a health or safety risk;
- 15. cause any nuisance, disturbance or inconvenience to the Owner, occupiers or users of the Premises;
- 16. cause or allow any obstruction to any exit from the Premises;
- 17. cause or allow any damage to any equipment or property in or at the Premises;
- 18. cause or allow any damage to any equipment or property in or at the Premises;
- 19. allow more than a 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 licences;
- 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>>

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Requirements

The Hirer will:

- 1. keep the Premises clean and tidy and pack/store safely and neatly all of the Owner's chairs, tables and equipment and return them to the Owner's storage location/s in or at the Premises;
- 2. remove from the Premises any items brought in by the Hirer;
- 3. remove from the Premises any items brought in by the Hirer;
- 4. make good any damage caused to anything in the Premises;
- 5. ensure that all electrical equipment used on the Premises which is provided by the Hirer meets current safety requirements 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 and ensure that the Hirer has received from the Owner;
- 7. obtain and comply with all necessary permissions for the Premises any necessary copyright, trademark or other necessary licences or permissions for the Purpose;
- 8. ensure that a competent person is authorised by the Hirer to act on its behalf is present at the Premises for each Session and provides overall supervision of each Session;
- 9. provide sufficient staff or other resources for the Premises for the Purpose, including any necessary further supervision, overall supervision and resources for the Purpose;
- 10. where the Hirer is not an individual, ensure that the individual who the Hirer appoints as responsible for the Premises for the Purpose is responsible for any failure by the individual for the Purpose;
- 11. be responsible for the care and supervision of any children or vulnerable adults attending for or in connection with the Purpose;

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- 12. ensure that the Premises are kept clean and tidy during the Session of Hire;
 - 13. ensure that those attending the Session of Hire leave in an orderly manner;
 - 14. at the end of each Session of Hire, the Hirer shall ensure that the Premises are left in the same condition as when the Session of Hire commenced and turn off hot water that the Hirer has switched on, shut all windows that have been opened, [and] lock all doors [and] 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 Session of Hire, any instruction regarding health and safety or noise levels;
- <<insert any other requirements>>

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of Hire;
 purpose of Hire leave in an orderly
 and turn off hot water that the Hirer
 s opened, [and] lock all doors [and
 tructed by the Owner];
 instructions from time to time in
 o, any instruction regarding health

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]