

S

WHOLE OF PREMISE

HIRER IS INDIVIDUAL)

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

made and dated the <<date>> of

BETWEEN:

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

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

OR [<<Name of Owner of
of <<Owner's Address>>

idual not acting as a consumer>>

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

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

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

ALL of the trustees of the Charity
ose who are to be the signatories
incorporated association] known as
insert Charity Commission number]
<<Charity's Address>>]

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

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

(hereinafter known as the 'Owner

AND

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

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

(hereinafter known as the 'Hirer

1. Definitions and Interpretat

In this Agreement, except v
shall have the following me

se requires, the following terms

'Agreement' means
Schedu

ses Hire Agreement including its

'Force Majeure' means

wner's reasonable control;

'Hire Fee' means

the Session;

['Hire Rate' means
Schedu
Hirer] C

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

'Premises' means
>>,com
classro
areas f
[attach

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

'Purpose of Hire' means
dance/
others

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

S

individual

'Session' means the start time and finish time on the Session

'Session Date' means the Premises are hired to the Hirer.

2. Hirer's Confirmation that

2.1 The Hirer warrants that with this Agreement, they are an individual aged at least 18 years old wholly or mainly for the purposes of a business and not for any other purposes.

2.2 For the purposes of this Agreement "business" means any business, trade, craft, or profession carried on by an individual Hirer or by any other person/organization for "commercial or consumer purposes" means purposes that are wholly or mainly for business, craft or profession.

3. Session Booked and extended

3.1 The Owner agrees to make the Premises for the Purpose of Hire, all as provided in the Schedule, on the following Session Date.

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

Session Date: [<<insert date >>]

3.2 The hire for the Purpose includes use of the Premises and access to the building comprising the Premises and the Premises [all as shown in the plan attached to Schedule] shall be consideration for that hire and use.

4. Payment of Hire Fee and cancellation or non-payment

4.1 The Hirer shall pay the Hire Fee.

4.2 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** [at least <<insert number, e.g. 14, 21, 28>> days before the Session Date].

4.3 No booking for the Session shall be confirmed until the Hire Fee has been made until the Hire Fee has not been received in full by the date required by Sub-Clause 4.2. If the Hirer at any time thereafter cancel this Agreement immediately after the date of this Agreement to the Hirer [and the Owner shall immediately repay such part if a deposit has been paid by the Hirer has paid by that date].

4.4 The balance of the Hire Fee shall be due and payable no later than the Session Date.

4.5 If the balance of the Hire Fee is not received in full by the date required by Sub-Clause 4.2, the Owner shall at any time thereafter cancel this Agreement immediately after the date of this Agreement to the Hirer, and upon doing so shall be entitled to retain [insert number, e.g 40, 60, 80>>%] of the deposit previously paid by the Hirer.

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be effective but th
in addition to the refu
<<e.g. 10, 15, 20>>

of compensation, pay to Hirer in
clause 6.1 above, a sum equal to

7. Hirer's permitted cancella

The Hirer may terminate t
Owner commits any mater
breach is remediable, fails
after the Hirer gives notic
Agreement, the Owner sha

me by notice to the Owner if the
term of this Agreement and, if such
within a period of <<e.g. 3>> days
o. If the Hirer so terminates this
Hire Fee previously paid by it.

8. [Payment of special dama

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

Special damage by Hirer.

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

8.2 The Owner will repa
any such damage o
after the Session ha
take place, within 7
is depleted by a d
insufficient to meet
remainder of that co

fter deducting the cost of rectifying
ayment will be made within 7 days
it has been cancelled and will not
ion occurs. If the damage deposit
o-Clause 8.2 but the deduction is
g the damage or loss caused, the
er Sub-Clause 10.4.]

9. Conditions to be observe

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

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

10. Liability

10.1 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

10.2 The Hirer acknowl
death of any perso
negligence of the O
to Sub-Clause 10.6

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

10.2.1 responsible
access to a
Purpose of l

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

10.2.2 responsible
inadequacy
exit from an

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

10.3 Subject to Sub-Clat
loss of or damage t
Premises by the Hi

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

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

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

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10.4.1 any damage to the Premises by the Hirer;

10.4.2 any loss of or damage to the Hirer to any property of the Owner in an

10.4.3 any loss of or damage to any goods brought into or left or stored in any part/s of the

10.4.4 any breach of this Agreement or any negligent or other act or

10.4.5 any personal injury to any person who is in or about any part/s of the Premises of Hire, except where caused by the negligent act of a person for whom it is responsible;

10.4.6 save to the extent that it is caused by the negligent act of a person for whom it is responsible, the Purpose of Hire

10.4.7 save to the extent that it is caused by the negligent act of a person for whom it is responsible, 10.4.5 applies, any lack of safety or unsuitability of the Premises, or any other facilities, or

10.5 In Sub-Clauses 10.4.4 to 10.4.7 (including employees or agents) or involved in any Service of Hire

10.6 Nothing in either the above provisions shall exclude or in any way limit the liability for injury caused by intentional or negligent misrepresentation of fact in law.

10.7 [The Owner warrants that the Premises are suitable for the purposes of a business.]

11. Insurance

11.1 The Hirer, at its own cost, shall maintain in force insurance covering for the whole period of hire all risks of fire and theft under this Agreement including such insurance as is necessary to cover the goods brought to or into the Premises and used whether directly or indirectly for the Purpose of Hire by such items.

11.2 The Hirer will at its own cost maintain in force for the whole period of hire reputable insurance company and Third Party Liability Insurance and Third Party Liability Insurance, such insurance for personal injury and property damage, including damage caused by the acts and omissions of the Hirer, those acting on its behalf, contractors, volunteers and agents, and those attending or involved in the Service of Hire. Such insurance 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 sufficient evidence to demonstrate that the insurance required by this Agreement to take effect is current and maintained. The Hirer shall produce copies of receipts for premiums paid.

12. Miscellaneous

12.1 Force Majeure

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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.

ent 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 Tenant under this Agreement exclusive of Value Added Tax (VAT). Where Value Added Tax is payable by such amount it shall be added at the current rate applicable in this Agreement to any amount being payable or returnable together with that VAT.

is Agreement exclusive of Value Added Tax (VAT). Where Value Added Tax is payable by such amount it shall be added at the current rate applicable in this Agreement to any amount being payable or returnable together with that VAT.

12.3 Assignment

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

Therefore none of its obligations or liabilities under this Agreement shall be transferred to any other party by it. The Owner may assign or transfer its obligations under this Agreement.

12.4 Third Party Rights

The parties agree that a party shall not be able to rely on any terms of this Agreement which are intended to confer a benefit arising solely by virtue of the provisions of the Contract (Third Parties) Act 1999 to enforce any terms of this Agreement.

A party to this Agreement has no right to rely on any terms of this Agreement which are intended to confer a benefit arising solely by virtue of the provisions of the Contract (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 party as specified in this Agreement, and it shall be deemed to have been served on the day of posting.

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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 right or remedy.

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12.7 Entire Agreement

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

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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.

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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 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.

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.

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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 any other facilities as comprising the Premises.]

Premises, showing

the access ways to those

facilities as comprising the Premises.]

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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 | hour |
| Saturday – Sunday Peak Time: £ | |

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

SCHEDULE C - Conditions to be

The provisions referred to by Clau

Restrictions/prohibitions

The Hirer will NOT:

1. use the Premises otherwise
2. sublet or share occupation
3. use the Premises for any u
4. use the Premises for any in
5. [use the Premises in any w
6. place any signs in, at, or Owner [such consent not t
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
9. drive any nail, screw or oth Premises or use any adh Premises without the prior
10. bring to or into the Premis heating;
11. cause or allow any naked Premises;
12. allow any smoking in or at
13. bring to or into the Prem beverage;
14. cause or allow anything in
15. cause any nuisance, distur owners, occupiers or users
16. cause or allow any obstruct
17. cause or allow any damage
18. cause or allow any dama Premises;

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- Hire;
- the Premises;
- by unlawful way;
- immoral way;
- the reputation of the Owner];
- at the prior written consent of the ed or delayed];
- prior consent of the Owner [except
- furniture, fittings, lighting, heating, ems in or at the Premises and will items;
- to any wall, floor, or furniture of the e 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;
- equipment or property in or at the

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- 19. for health and safety reasons 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 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 and pack/store safely and neatly all of the Owner's chairs, tables and equipment 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 in the Premises which is provided by the Hirer meets current safety standards (PAT) and that proof of such compliance is available for inspection by the current Portable Appliance Testing (PAT) contractor [on request];
 - 6. comply in relation to the Premises with all applicable fire and safety regulations and any other regulations [the Hirer has received from the Owner];
 - 7. obtain and comply with all necessary permissions for the Premises any necessary copyright, trademark or any other necessary licences or permissions for the Purpose of Hire;
 - 8. be present at the Premises during the Session and provide overall supervision of the Session;
 - 9. provide sufficient staff or other personnel to ensure the Premises are adequately staffed and provide overall supervision and stewarding, overall supervision and management of the Session;
 - 10. be responsible for any failure of the Premises to acts to supervise, manage, lead or run all or any part or aspect of the Session;
 - 11. be responsible for the care of any children or vulnerable adults attending for or in connection with the Session;
 - 12. ensure that the Premises are adequately staffed for the Purpose of Hire;
 - 13. ensure that those attending the Session leave the Premises for the Purpose of Hire leave in an orderly manner;
 - 14. at the end of the Session, the Hirer shall turn off hot water that the Hirer has switched on, shut all windows, 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 Purpose of Hire, any instruction regarding health and safety or noise levels;
- <<insert any other requirements>>

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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)
for and on behalf of the Owner])*

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HIRER

Signed by <<Name>>, the Hirer

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