

WHOLE OF PREMISES HIRER IS AN ORGANISATION)

<<NAMES>>

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>> under number <<Company 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>> and which is a registered charity no: *[insert Charity Commission number]* (England & Wales) whose registered office is at <<Owner's Address>>]
- OR [The trustees (namely <<Name of Owner of Charity>> which is the Owner of the Charity) of the <<Charity's Name>> [a charitable [trust] [unincorporated association] (England & Wales)] whose registered office address is at <<Charity's Address>>]
- OR [<<Name of Owner of Charity>>, a charitable incorporated organisation and a registered charity no: *[insert Charity Commission number]* (England & Wales) with its principal office in England at <<Charity's Address>>]

(hereinafter known as the 'Owner')

AND

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

otherwise requires, the following terms

means Hire Agreement including its

3.5 If the balance of the deposit is not sufficient to cover the amount payable by Sub-Clause 3.4, the Employer shall be entitled to retain the balance of the deposit previously paid by the Contractor.

received in full by the date required
any time thereafter cancel this
the Hirer, and upon doing so shall
number, e.g 40, 60, 80>>%) of the

3.6 Upon cancellation of the lease, the Hirer shall deposit not retained by the Lessor, any, that the Hirer has

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 provided, this Agreement shall remain in full force and effect until the expiration of the term specified in the Agreement, and shall be automatically renewed for successive periods of one (1) year unless either party gives written notice to the other party at least sixty (60) days prior to the expiration of the term of the Agreement, stating that it does not wish to renew the Agreement.

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

[illegible]

any of the deposit, if any, previously
and the Hirer will be liable for and
successful cancellation the following
the Hire Fees due for the Session

4.2.1 <<insert nu
<<insert nyr

Where the cancellation is more than 30 days before the Session Date;

4.2.2 <<insert nu
<<insert nur

Where the cancellation is more than
before the Session Date;

4.2.3 <<insert nu
<<insert nur

before the Session Date; or

4.2.4 <<insert number, e.g.

where the cancellation is <<insert
before the Session Date.

4.3 Where the Hirer is the total Hire Fees accepts any booking that booking by the 4.2 but that liability that liability a sum reasonable sum for third party booking. which it is liable und

4.2 for any or all of the balance of wrongful cancellation, the Owner of the booked Sessions and is paid for all remain liable under Sub-Clause 4.2. The Owner will off-set against the amount received from the third party less the amount paid by the Owner in obtaining such Sessions and shall be liable only for the amount for the amount of that off-set.

4.4 The amount due will become due and payable

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

5. Owner's cancellation

5.1 Subject to the foregoing, the Contractor shall be entitled to a credit for the amount of any cancellation under this contract for the amount of any previously paid by the Contractor for special damage deduction by the Owner to the Contractor.

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

5.2 The Owner may cancel the Session at any time where it reasonably determines that the Session will not practically be held. The Owner will not be responsible for a booked Session.

at any time by notice to the Hirer
force Majeure which has occurred,
the Premises available for a single

5.3 The Owner may call for the return of the Vehicle at any time and place where the Hirer is in possession of the Vehicle. The Vehicle shall be returned to the Owner at the place specified by the Owner and shall be returned by it pursuant to the terms of the Hire Agreement.

at any time by notice to the Hirer
by provision of this Agreement. The
and deduct from the amount to be
the Hire Fee for the Session if it has

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notice and any amount or part of
 per Sub-Clause 9.4.

any time by notice to the Hirer given before the Session Date. [If for any number of days notice, the notice shall be of compensation, pay to Hirer in clause 5.1 above, a sum equal to

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.

ly damage by Hirer.

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

After deducting the cost of rectifying the damage, payment will be made within 7 days of the date the claim has been cancelled and will not be subject to any retention. If the damage deposit is not paid, Sub-Clause 7.2 but the deduction is made for the damage or loss caused, the Contractor shall, per Sub-Clause 9.4.1

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

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

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

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

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

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

ion (Single Session)

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| 9.4 Subject to Sub-Clause 9.4.1, the Owner shall indemnify and keep the Hirer indemnified against all claims, demands, damages or other financial detriment, suffered or incurred by the Owner (directly or indirectly) or any person for whom it is responsible, arising from or in connection with the Hire, including but not limited to: | S
A
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P | the Hirer agrees to be liable for and indemnify the Owner from and against all actions, claims, demands, damages or other financial detriment suffered against or incurred by the Owner (directly or indirectly) or any person for whom it is responsible, arising from or in connection with the Hire, including but not limited to: |
| 9.4.1 any damage to or loss of the Premises by the Hirer; | | |
| 9.4.2 any loss of or damage to the Hirer's property on the Premises or the Hirer to any property of the Owner in any other place; | | |
| 9.4.3 any loss of or damage to any property brought into or left or stored in any part/s of the Premises; | | |
| 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 to any person who is in or about any part/s of the Premises while on Hire, except where caused by the negligence of the person for whom it is responsible; | | |
| 9.4.6 save to the extent that the damage is caused by the negligence of the Owner or any person for whom it is responsible, the Purpose of the Hire; | | |
| 9.4.7 save to the extent that the damage is caused by the unsuitability of the Premises, or the lack of safety or security of the facilities, or any other cause, the Purpose of the Hire; | | |
| 9.5 In Sub-Clauses 9.4.1 to 9.4.7 (including employees, subcontractors or involved in any Sub-Clause 9.4.1 to 9.4.7), the Owner shall include those acting on its behalf (including subcontractors or agents), or others attending to the Hire; | | |
| 9.6 Nothing in either the above provisions shall exclude or in any way limit the Owner's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or breach of law. | | |
| 9.7 [The Owner warrants that it is an individual acting for the purposes of a business.] | | |

10. Insurance

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|------|--|------|--|
| 10.1 | The Hirer, at its own cost, shall maintain in force for the whole period of hire all such insurance as is necessary to cover the Hirer's liability for liability arising out of a claim made by such items. | 10.1 | The Hirer, at its own cost, shall maintain in force insurance covering for the whole period of hire all such insurance under this Agreement including such insurance brought to or into the Premises and used whether directly or indirectly |
| 10.2 | The Hirer will at its own cost maintain in force for the whole period of hire Liability Insurance, such insurance shall cover damage, including damage to property, those acting on its behalf and those attending or involved in the indemnity of at least <<e.g. | 10.2 | The Hirer will at its own cost maintain in force for the whole period of hire reputable insurance company and Liability Insurance and Third Party Insurance for personal injury and property damage, including damage to property, the acts and omissions of the Hirer, its contractors, volunteers and agents, and such insurance must have a limit of indemnity of at least <<e.g. |
| 10.3 | The Hirer will produce to the Owner and when requested from the Owner demonstrate that the insurance is current and maintain is current | 10.3 | The Hirer will produce to the Owner this Agreement and thereafter as requested from the Owner sufficient evidence to demonstrate that the insurance is required by this Agreement to take effect and receipts 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.

11.2 VAT

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

11.3 Assignment

This Agreement is personal to the Tenant and therefore none of its obligations or benefits under this Agreement shall be transferred by it. The Owner may assign or sublet the Premises under this Agreement.

11.4 Third Party Rights

The parties agree that a person cannot rely on any terms of this Agreement arising solely by virtue of the Third Parties (Rights of Enforcement) Act 1999 to enforce any term 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.

11.6 Waiver

The failure to exercise, or the failure to insist on or 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.

11.7 Entire Agreement

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

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 Owner and the Tenant.

11.9 Variation

No variation to this Agreement shall be made by or on behalf of the Owner or the Tenant 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 – 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]

ent by reason of, or liable for, any failure to perform its obligations under this Agreement if such failure results from Force Majeure.

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

efore none of its obligations or benefits under this Agreement shall be transferred by it. The Owner may assign or sublet the Premises under this Agreement.

ty to this Agreement has no right to rely on any terms of this Agreement arising solely by virtue of the Third Parties) Act 1999 to enforce any term of this Agreement.

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.

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 or other right or remedy.

the parties and it supersedes any previous discussion, arrangement, understanding, or representation, or agreement between them in writing or otherwise.

e the Premises and it confers no tenancy or other right of occupancy and no relationship of landlord and tenant exists between the Owner and the Tenant.

hless agreed in writing and signed by both parties.

and any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Premises, showing

es in or at the Premises

- 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: £	

SCHEDULE C - Conditions to be complied with

The provisions referred to by Clause 10 are:

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 the equipment necessary for the purpose of the Hire];
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 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 of the Premises;
16. cause or allow any obstruction to the exit from the Premises;
17. cause or allow any damage to the Premises.

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 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]