

S
A
M
P
L
E

S
A
M
P
L
E

S
A
M
P
L
E

S
A
M
P
L
E

S
A
M
P
L
E

S
A
M
P
L
E

ENT (HIRER IS INDIVIDUAL)

<<Nes>>

THIS PART OF PREMISES (ROOM)
<<date>> of <<month>> <<year>>

AGREEMENT is made and dated the

BETWEEN:

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

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

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

individual acting in the course of a

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
insert Charity Commission number]
gland at <<Charity's Address>>]

(hereinafter known as the 'Owner')

AND

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

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

(hereinafter known as the 'Hirer')

1. Definitions and Interpretation

In this Agreement, except where
shall have the following meanings

se requires, the following terms

'Agreement' means this Agreement
its Schedule

(Hall/Room Hire) Agreement including

'Force Majeure' means an event

wner's reasonable control;

'Hire Fee' means the fee

Session;

['Hire Rate' means the rate
[set out in the
to the
etc>>];]

the Room and use of the Premises
greement] **OR** [as previously notified
the Owner's <<describe document

'Premises' means the
premise
the out
[further
any refe
Clause 3

t <<insert address of whole of the
ns part>>, including the Room [and
of those premises, [all of which are
e plan attached to] Schedule A] and
' is deemed to be subject to Sub-

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

'Room' means room(s, e.g Dance Studio 1, Dance Studio 2, etc)>> to be hired to the Hirer, be [which is [further described]][shown in the plan attached to Schedule A];

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

'Session Date' means the date on which the Room is hired to the Hirer.

2. Hirer's confirmation that

- 2.1 The Hirer warrants that they are an individual aged at least 18 years old, not acting wholly or mainly for the purposes of a business and not for other commercial purposes.
- 2.2 For the purposes of this Agreement, "business" means any business, trade, craft, profession or occupation, whether carried out by an individual Hirer or by any other person/organization. "Consumer purposes" means their purposes wholly or mainly for private, domestic, business, craft or profession.

3. Session(s) booked and entered

- 3.1 The Owner agrees to provide the Room for Hire and to use other facilities as provided by this Agreement, for the Session on the Session Date.
- Session:** the period of time for which the Room is hired, e.g. 7.00pm>> and <<insert time, e.g. 9.00pm>> on the Session Date.
- Session Date (s):** the date(s) on which the Room is hired.
- 3.2 The hire for the Purpose of Hire is for the Room only and not to any other part of the Premises. The Owner will also make available and permit the use of the [toilet][and][kitchen][and car parking] [[and the other facilities] shown in] [the plan attached to] Schedule A. The hire of the Room is for the Session Date and that use of the Premises.

4. Payment of Hire Fee and

- 4.1 The Hirer shall pay the Hire Fee for the Session.
- 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 the date of this Agreement] **OR** [no later than the Session Date].
- 4.3 No booking for the Session will be confirmed until the Hire Fee has been received in full by the date of this Agreement. If the Hirer at any time thereafter cancel this booking, the Hirer shall be liable to pay to the Hirer [and the Owner shall be entitled to retain the Hire Fee if the Hirer has paid by that date].

E

- [illegible]

6.1	Subject to the foregoing, in the event of termination or cancellation under this Clause 6, where there is a termination or cancellation of the Agreement, the Hirer will return to the Hirer all amounts previously paid by the Hirer to the Owner as a deposit, balance or special damage deposit. All payments shall be without any deduction by the Owner and the Hirer shall be without any further or other liability of the Owner to the Hirer.
6.2	The Owner may cancel the Agreement at any time by notice to the Hirer where it reasonably considers that the Hirer is in breach of the Agreement or where it reasonably considers that the use of the Premises for the business of the Hirer is no longer viable. In the event of termination or cancellation of the Agreement, the Hirer shall be liable to the Owner for the use of and/or access to the Premises for the business of the Hirer.

S

6.3 The Owner may cancel the 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 retain and deduct from the amount to be returned by it pursuant to Sub-Clause 10.4 the Hire Fee for the Session if it has not received any notice and any amount or part of such amount for which it is liable pursuant to Sub-Clause 10.4.

6.4 The Owner may cancel the Session at any time by notice to the Hirer given at least <<insert number>> days before the Session. [If for any reason the Owner gives less than <<insert number>> days notice, the notice shall be of no effect and the Owner shall, in addition to the compensation, pay to Hirer in addition to the refund referred to in Sub-Clause 6.3 above, a sum equal to <<e.g. 10, 15, 20>> % of the Hire Fee.]

7. Hirer's permitted cancellations

The Hirer may terminate the Session by notice to the Owner if the Owner commits any material breach of this Agreement and, if such breach is remediable, fails to remedy it within a period of <<e.g. 3>> days after the Hirer gives notice. If the Hirer so terminates this Agreement, the Owner shall refund to the Hirer the Hire Fee previously paid by it.

8. [Payment of special damage deposit by Hirer.]

8.1. The Hirer must pay a special damage deposit of £<<insert figure>> on or before the date of the Session. The deposit shall be held by the Owner on behalf of the Hirer or anyone acting on behalf of the Hirer and its purpose includes special damage caused to the Premises or the contents of the Premises by cleaning.) No booking will be made for the Session unless the Hirer receives the special damage deposit in full.

8.2 The Owner will repay to the Hirer any such damage deposit after the Session has taken place, within 7 days, if the deposit is not depleted by a deduction for damage or loss caused to the Premises or the contents of the Premises by cleaning, or if the deposit is insufficient to meet the cost of rectifying the damage or loss caused, the remainder of that cost shall be paid 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 using the Premises also do so, and in particular the provisions set out in Schedule C "Hirer" includes:

10. Liability

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

10.2 The Hirer acknowledges that, in the event of any personal injury to or death of any person, or any damage to the Premises caused by the negligence of the Owner or any person acting on behalf of the Owner, the Owner shall be liable to Sub-Clause 10.6.

10.2.1 responsible for the safety of the Premises and other facilities and equipment, and for ensuring that access to the Premises is safe, suitable, and adequate for the Purpose of the Session.

A

M

P

L

E

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 retain and deduct from the amount to be returned by it pursuant to Sub-Clause 10.4 the Hire Fee for the Session if it has not received any notice and any amount or part of such amount for which it is liable pursuant to Sub-Clause 10.4.

at any time by notice to the Hirer given at least <<insert number>> days before the Session. [If for any reason the Owner gives less than <<insert number>> days notice, the notice shall be of no effect and the Owner shall, in addition to the compensation, pay to Hirer in addition to the refund referred to in Sub-Clause 6.3 above, a sum equal to <<e.g. 10, 15, 20>> % of the Hire Fee.]

me by notice to the Owner if the Owner commits any material breach of this Agreement and, if such breach is remediable, fails to remedy it within a period of <<e.g. 3>> days after the Hirer gives notice. If the Hirer so terminates this Agreement, the Owner shall refund to the Hirer the Hire Fee previously paid by it.

8.1. Special damage deposit by Hirer.

8.1. The Hirer must pay a special damage deposit of £<<insert figure>> on or before the date of the Session. The deposit shall be held by the Owner on behalf of the Hirer or anyone acting on behalf of the Hirer and its purpose includes special damage caused to the Premises or the contents of the Premises by cleaning.) No booking will be made for the Session unless the Hirer receives the special damage deposit in full.

8.2 After deducting the cost of rectifying the damage or loss caused, the remainder of that cost shall be paid by the Hirer. Payment will be made within 7 days after the Session has taken place, if it has been cancelled and will not take place, within 7 days, if the deposit is not depleted by a deduction for damage or loss caused to the Premises or the contents of the Premises by cleaning, or if the deposit is insufficient to meet the cost of rectifying the damage or loss caused, the remainder of that cost shall be paid by the Hirer.

provisions set out in Schedule C and to ensure that all persons using the Premises also do so, and in particular the provisions set out in Schedule C "Hirer" includes:

that any or all of the Premises, or any facilities, or any equipment, or any services, or any access to any of them, are safe, adequate, or suitable for the Purpose of the Session.

far as any personal injury to or death of any person, or any damage to the Premises is caused by the negligence of the Owner or any person acting on behalf of the Owner, the Owner shall be liable to Sub-Clause 10.6.

Premises and other facilities and equipment, and for ensuring that access to the Premises is safe, suitable, and adequate for the Purpose of the Session.

S

A

M

P

L

E

10.2.2 responsible
inadequacy
exit from an

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

10.3 Subject to Sub-Clause
loss of or damage to
Premises by the Hirer;

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

10.4 Subject to Sub-Clause
indemnify and keep
claims, demands, or
financial detriment,
Owner (directly or in

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

10.4.1 any damage

the Premises by the Hirer;

10.4.2 any loss of
Owner in an

the Hirer to any property of the

10.4.3 any loss of
part/s of the

brought into or left or stored in any

10.4.4 any breach
other act or

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

10.4.5 any person
part/s of the
the negligent

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

10.4.6 save to the
caused by the
responsible,
the Purpose

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

10.4.7 save to the
unsuitability
facilities, or

10.4.5 applies, any lack of safety or
or all of the Premises, or other
y of them;

10.5 In Sub-Clauses 10
(including employee
or involved in any S

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

10.6 Nothing in either the
shall exclude or in
injury caused by it
misrepresentation of
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

10.7 [The Owner warrants
business.]

idual acting for the purposes of a

11. Insurance

11.1 The Hirer, at its own cost,
the whole period of hire all
insurance as is necessary
Premises and for liability a
or indirectly by such items.

ain in force insurance covering for
der this Agreement including such
ns brought into any part/s of the
r accident caused whether directly

11.2 The Hirer will at its own
maintain in force for the wh
Liability Insurance, such in
damage, including damage
of the Hirer, those acting

reputable insurance company and
Liability Insurance and Third Party
er for personal injury and property
mises and the acts and omissions
employees, contractors, volunteers

- and agents, and those attending the Session. [Such insurance must have a limit of indemnity of ... for any accident.]
- 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 out and maintain is current and valid.

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 the 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 VAT is payable on any such amount it shall be added at the current rate applicable in the country in which this Agreement is made, 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.

12.4 Third Party Rights

The parties agree that a person shall not have the right to enforce any terms of this Agreement by virtue of the (Third Parties) Act 1999 to enforce any term 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 the address specified 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 the exercise of, 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 exercise of any other right or remedy.

12.7 Entire Agreement

This Agreement is the whole agreement between the parties and it supersedes any previous discussion, arrangement, representation, understanding, or agreement between them in relation to the subject matter hereof.

12.8 Nature of Arrangement

This Agreement constitutes the entire agreement between the parties and it supersedes any previous discussion, arrangement, representation, understanding, or agreement between them in relation to the subject matter hereof.

12.9 Variation

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

[Note: Insert here a detailed description of the Room and its location within the Premises]

- (1) the Room and its location within the Premises;
- (2) the Premises, showing
 - the access ways to the Room;
 - the toilet, kitchen and car parking spaces which may be used;
 - the access ways to those spaces comprising the Premises.]
 - the outdoor areas if any, and

SCHEDULE B – Hire Rate

[Note to Owner: It is assumed in this Schedule that there is more than one Room available for hire at the Premises]

Dance Studio 1	Dance Studio 2	Meeting Room 2
Monday –Friday Peak Time (after [5.00pm]: £A per hour	Monday –Friday Peak Time (after [5.00pm]: £D per hour	Monday –Friday Peak Time (after [5.00pm]: £J per hour
Monday –Friday Off Peak Time [8.30am – 5.00pm]: £B per hour	Monday –Friday Off Peak Time [8.30am – 5.00pm]: £E per hour	Monday –Friday Off Peak Time [8.30am – 5.00pm]: £K per hour
Saturday – Sunday Peak Time: £C per hour	Saturday Sunday Peak Time: £F per hour	Saturday – Sunday Peak Time: £L per hour

SCHEDULE C - Conditions to be

The provisions referred to by Clause 1.1 shall be:

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 (but will permit any third party/ies to do so);
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. for any purpose use any area of the Premises which this Agreement does not permit the Hirer to use;
7. 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];

S

A

M

P

L

E

8. [use any equipment in the Premises without the prior consent of the Owner [except for<<identify or describe the equipment>>];
 9. 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;
 10. drive any nail, screw or other fastener into any wall, floor, or furniture of the Premises or use any adhesive, glue, tape or tack or equivalent on or in the Premises without the prior consent of the Owner;
 11. bring into the Premises any power or energy or any form of heating;
 12. cause or allow any naked flames or open fires to be used in the Premises;
 13. allow any smoking in or at the Premises;
 14. bring in to the Premises or use in the Premises any alcoholic beverage;
 15. cause or allow anything in the Premises to arise to a health or safety risk;
 16. cause any nuisance, disturbance or inconvenience to the Owner or to the occupants of any neighbouring premises;
 17. cause or allow any obstruction to the main exit from the Premises;
 18. cause or allow any damage to the Premises or property in or at the Premises;
 19. cause or allow any damage to the Premises or property in or at the Premises;
 20. for health and safety reasons limit the maximum of <<insert number>> persons to be present in or at the Premises at one time (but this shall not apply to the Premises other than in the Room);
 21. sell any books or literature in the Premises without the Owner's prior consent;
 22. hold any raffle or other form of lottery in the Premises without the Owner's prior consent and any necessary licence;
 23. make any audio or video recording in the Premises or broadcast from the Premises without the Owner's prior consent;
- <<insert any other restrictions>>

Requirements

The Hirer will:

1. keep any part/s of the Premises safe and tidy, and return, stack/store safely and neatly all of the equipment to the Owner's satisfaction;
2. remove from the Premises any items brought in by the Hirer;
3. remove from the Premises anything brought in by the Hirer;
4. make good any damage caused to anything in the Premises;
5. ensure that all electrical equipment meets current safety standards and that proof of such is provided from which is provided by the Hirer (e.g. Portable Appliance Testing (PAT) certificate on request);
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 any necessary copyright, entertainment or performance rights and any other necessary licences or permissions for the Purpose of Hire;
 8. be present at the Premises and provide overall supervision of the Session;
 9. provide sufficient staff or other persons to ensure the safe guarding, overall supervision and management of the Session;
 10. be responsible for any failure to comply with the above and to act to supervise, manage, lead and control the Session;
 11. be responsible for the care and welfare of any children or vulnerable adults attending for or in connection with the Session;
 12. ensure that the Premises are used 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 Premises, at the end of the Session, ensure that the Hirer has switched off all lighting and turn off hot water and that the Hirer has opened, [and] lock all doors [and return keys to the Hirer or the Owner];
 15. comply with the Owner's instructions from time to time in relation to the Premises in connection with the Session, 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 Trust or Charity Trustee>>]
Note: Also add full name(s) of any further signatories
 for and on behalf of the Owner]

HIRER

Signed by <<Name>>, the Hirer

mises any necessary copyright, any other necessary licences or permissions for the Purpose of Hire;

and provide overall supervision of the Session;

ewarding, overall supervision and management of the Session;

o acts to supervise, manage, lead and control the Session;

any children or vulnerable adults attending for or in connection with the Session;

f Hire;

urpose of Hire leave in an orderly manner;

ff all lighting and turn off hot water and that the Hirer has opened, [and] lock all doors [and return keys to the Hirer or the Owner];

representative as instructed by the Owner];

instructions from time to time in relation to the Premises in connection with the Session, any instruction regarding health and safety or noise levels;

)
)
)