

AGREEMENT FOR HIRE TO PART OF NON-CHARITY'S

<<Ner>>

<<>>

THIS AGREEMENT FOR NON-CHARITY

OF ALL OF PREMISES TO A
<<year>>

BETWEEN:

(1) [<<Name of Owner who in the course of a business>> of
<<Owner's Address>>]

OR [<<Name of Owner>> in <<Country of Incorporation of
Owner>> under num Registration Number>> whose
registered office is at <

(hereinafter known as the 'Owner

AND

(2) [<<Name of Hirer (Char company limited by guarantee which is
registered in England u registration Number>> and which is
a registered charity n its) Charity Commission number]
(England & Wales) who <<Hirer's (Charity) Address>>]

OR [The trustees (namely ALL of the trustees of the Hirer
(Charity), not just those atorities for the Hirer (Charity)>>) of
the charitable [trust] [on] known as <<Hirer's (Charity)
Name>> [a registered r (Charity's) Charity Commission
number] (England & address is at <<Hirer's (Charity)
Address>>]

OR [<<Name of Hirer (C incorporated organisation and a
registered charity no: s) Charity Commission number]
(England & Wales) w n England at <<Hirer's (Charity)
Address>>]

(hereinafter known as the 'Hirer

1. Definitions and Interpretat

In this Agreement, except otherwise requires, the following terms
shall have the following me

'Agreement' means its Schedules;

'Force Majeure' means owner's reasonable control;

['Part Premises' means room, e.g Dance Studio 1, Dance
Studio g Room 2, etc)>> [which is [further
describ attached to] Schedule A] to be hired to
the Hir premises;]

'Hire Fee' means Session;

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

['Hire Rate' means of the [whole][Part] Premises [set out
in Sche nt] OR [as previously notified to the
Hirer (the Owner's <<describe document
etc>>];

'Premises' means her's premises [including the Part
>>, comprising <<insert description

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e.g [1]
etc)>
premis
Sched

room[s], hall, [1][2] meeting room[s],
outdoor areas forming part of those
the plan [attached to] [set out in]
Hirer (Charity);

'Purpose of Hire'

means
dance/
Charity
any of

for a <<describe purpose, e.g.
event, scout activity etc run by the
ending to spectate or to accompany

'Session'

means
Session
each p
Dates;

the start time and finish time on the
ings of recurring Sessions, it means
same times on each of the Session

'Session Date'

means
(Charit
dates o

[Part] Premises are hired to the Hirer
s of recurring Sessions it means the
s.

2. [Owner's confirmation that]

The Owner warrants that,
aged at least 18 years, act
purposes.]

the course of a business

Agreement, they are an individual
business and not for any personal

3. Session(s) Booked and e

3.1 The Owner agrees
the Purpose of Hi
Session(s) on the f

arity) to use the [Part] Premises for
this Agreement, for the following

Session: the perio
e.g. 9.00pm>>

e.g. 7.00pm>> and <<insert time,

Session Date (s):

<<inse

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3.2 [The Owner will no
e.g 8>> Session Da
that number that th
agreement.]

ing of more than <<insert number,
nt. Any Session(s) over and above
ot must be booked under a further

3.3 [The hire for the Pu

EITHER

[the Part Premises
Owner will also ma
Hire the [toilet][and
[means of access
Premises all as [sh
shall be considerat
the other parts of th

OR

[all of the Premise
building comprising
shown in the pla
consideration for th

her part of the Premises] [but the
the Hirer to use for the Purpose of
g] [[and the other] facilities] [and]
[[and] to those facilities] in the
ed to] Schedule A. The Hire Fees
the Part Premises and that use of

ark and] means of access to the
ilities within the Premises [all as
e A]. The Hire Fees shall be

4. Payment of Hire Fees and

for non-payment

4.1 The Hirer (Charity) s

as follows.

4.2 A deposit on account
amount of all Hire f
e.g. 10%, 20%>>of
amount>>] shall be
more than <<insert
[at least <<insert nu

ert %, e.g. 10%, 20%>> 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].

4.3 No booking for any
the Owner receives
required by Sub-Cl
Agreement immedi
shall repay such de

deemed to have been made until
is not received in full by the date
y at any time thereafter cancel this
the Hirer (Charity) and the Owner
r (Charity) has paid by that date.

4.4 The balance of the
<<insert number, e

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

4.5 If the balance of t
required by Sub-Cl
Agreement immedi
so shall be entitle
previously paid to th

not received in full by the date
y at any time thereafter cancel this
the Hirer (Charity), and upon doing
number, e.g 50>>%) of the deposit

4.6 Upon cancellation
amount not retained
any, that the Hirer (

the Owner will refund the deposit
and all such part of the balance, if
paid to the Owner.

5. Wrongful cancellation by

5.1 Except as otherwi
(Charity) cancels t
exclusive remedy in

by this Agreement, if the Hirer
owing shall apply as the Owner's
tion.

5.2 The Owner shall be
paid to it. Whether
of two or more Ses
the Owner the follow
due for all Sessions

deposit amount, if any, previously
s been booked or a block booking
the Hirer (Charity) will be liable to
balance of the total of the Hire Fees
ement:

5.2.1 <<insert nu
<<insert nu

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

5.2.2 <<insert nu
<<insert nu

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

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- 5.2.3 <<insert number>> where the cancellation is more than <<insert number>> before the first or only Session Date; or
- 5.2.4 <<insert number>> where the cancellation is <<insert number>> before the first or only Session Date.

- 5.3 If, after the cancellation, the Hirer (Charity) has any booking or bookings from a third party for any of the Sessions and is paid for those bookings by the third party, the liability under Sub-Clause 5.2 shall be reduced as follows: the Hirer (Charity) shall set against that liability and deduct from it a sum equal to the amount of the booking or bookings.

6. Owner's cancellation

- 6.1 Subject to the following, where there is a cancellation under this Clause 6, where there is a cancellation under this Clause 6, the Hirer (Charity) will return to the Hirer (Charity) all amounts previously paid by the Hirer (Charity) under this Agreement as a deposit, balance of payments or otherwise, and it shall be without any further or other liability of the Hirer (Charity).

- 6.2 The Owner may cancel any time by notice to the Hirer (Charity) where it results from Force Majeure which has occurred, it will not be liable to the Hirer (Charity) for any Sessions booked.

6.2.1 make the [Part] Premises available for a single booked Session; or

6.2.2 where there are multiple Sessions, make the [Part] Premises available for the booked Sessions.

The Hirer (Charity) shall be entitled to deduct from the amount returned to the Hirer (Charity) under Sub-Clause 6.1, the Hire Fees for the Sessions booked during the Hire Period.

- 6.3 The Owner may cancel any time by notice to the Hirer (Charity) where the Hirer (Charity) is in breach of any material provision of this Agreement. The Owner shall be entitled to set off against and deduct from the amount due from the Hirer (Charity) pursuant to Sub-Clause 6.1 both the Hire Fees for the Sessions booked at the time of the notice and any amount due from the Hirer (Charity) under Sub-Clause 10.4.

- 6.4 Where only one Session is booked, if the Owner by notice to the Hirer (Charity) cancels the Session any time before the Session Date, the Owner shall be liable to the Hirer (Charity) for the Session in addition to in Sub-Clause 6.1 above, for a sum equal to <<insert number>> % of the Hire Fee for that Session Date.

- 6.5 Where more than one Session is booked, the Owner may (if the Hirer (Charity) agrees) cancel any one of those Sessions by prior notice to the Hirer (Charity) if the notice is given at least <<insert number>> days before the particular Session. The Owner may cancel one or all of the booked Sessions if one or more Sessions are being cancelled but not all subsequent Sessions, provided that the notice is given at least <<insert number>> days before the Session or Sessions are being cancelled. If the notice is given at least <<insert number>> days before the Session or Sessions are being cancelled, the Hirer (Charity) shall issue a counter notice to the Owner within <<insert number>> days of the date of the Owner's notice stating that it does not wish to pre-book those Sessions not cancelled by the Owner. The Hirer (Charity) shall be entitled to compensation for the Sessions cancelled by the Owner under this Sub-Clause 6.5 add

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Agreement at any time by notice of each of any term of this Agreement failed to fully remedy that breach Hirer (Charity) so terminates this Charity) all Hire Fees previously paid and prior to the date of the Hirer's

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y damage by Hirer (Charity).

Damage deposit of £<<insert figure>> to cover any loss or damage to the Premises or Owner's contents by either the Hirer (Charity) or its employees. ("Damage" for this purpose includes theft.) No booking will be deemed to have been made unless the special damage deposit in full.

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it after deducting the actual and
age or loss caused. The owner will
e deposit by providing reasonable
carried out and as to why it was
amage deposit less the actual and
will provide that account within 7
ace or, when it has been cancelled
er the cancellation occurs. If the
under this Sub-Clause 8.2 but the
st of rectification, the remainder of
nable under Sub-Clause 10.4. For
more than one Session is booked
e Sessions.]

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perform the provisions set out in
ing or using the [Part Premises or
t with or permission of the Hirer
r (Charity)" includes all of those

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

- 10.2 The Hirer (Charity) shall be responsible for any personal injury to or death of any person in or about [the Part Premises or any other part/s] of the Premises, whether caused by the negligence or by the breach of statutory duty of care of the Hirer (Charity) or any person for whom it is responsible, and subject to Sub-Clause 10.4.5, the Hirer (Charity) is responsible to ensure that [the Part Premises or any other part/s] [all parts] of the Premises and other facilities and equipment are safe, suitable, and adequate for the Purpose.
- 10.3 Subject to Sub-Clause 10.4.5, the Hirer (Charity) accepts no responsibility or liability for loss of or damage to any property of the Owner in [the Part Premises or any other part/s] of the Premises by the Hirer (Charity) except where the loss or damage is caused by negligence of the Hirer (Charity) or any person for whom it is responsible;
- 10.4 Subject to Sub-Clause 10.4.5, the Hirer (Charity) hereby agrees to be liable for loss of or damage to any property of the Owner from and against all actions, claims, demands, damages, losses, and damage, brought, made or awarded against the Owner arising from:
- 10.4.1 any damage to any property of the Owner in [the Part Premises or any other part/s] of the Premises by the negligent [or other] act or omission of the Hirer (Charity) or any person for whom it is responsible;
 - 10.4.2 any loss of or damage to any property of the Owner in [the Part Premises or any other part/s] of the Premises by the negligent or other act or omission of the Hirer (Charity);
 - 10.4.3 any loss of or damage to any property of the Owner brought into or left or stored in [the Part Premises or any other part/s] of the Premises by the negligent or other act or omission of the Hirer (Charity) or any person for whom it is responsible;
 - 10.4.4 any breach of this Agreement or any negligent or other act or omission in breach of statutory duty by the Hirer (Charity) or any person for whom it is responsible, exceeding under any other provision of this Clause (whether or not the aggregate of such breaches and incidents) exceed in value the sum of [the figure]>>;
 - 10.4.5 any personal injury to or death of any person who is in or about [the Part Premises or any other part/s] of the Premises for the negligence or by the breach of statutory duty of care by the Owner or any person for whom it is responsible;
 - 10.4.6 save to the extent that the loss or damage is caused by the negligence or by the breach of statutory duty of care 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 or by the breach of statutory duty of care of the Owner or any person for whom it is responsible, 10.4.5 applies;
 - 10.4.7 save to the extent that the loss or damage is caused by the negligence or by the breach of statutory duty of care of the Owner or any person for whom it is responsible, 10.4.5 applies, any or all of [the Part Premises or any other part/s] of the Premises, or other facilities, or equipment being unsafe, unsuitable or inadequate;
- 10.5 In Sub-Clauses 10.4.1 to 10.4.7, "the Hirer (Charity)" includes those acting on its behalf (including employees, volunteers or agents), or others attending or involved in the Purpose.

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- ## 12.3 Assignment

12.4 Third Party Rights

12.5 Notices

12.6 Waiver

12.7 Entire Agreement

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

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This Agreement constitutes a tenancy or other right of landlord and tenant exists between

12.9 Variation

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

12.10 Law and Jurisdiction

This Agreement shall be governed by the law of the United Kingdom and the exclusive jurisdiction of the courts of the United Kingdom shall be subject to the exclusive jurisdiction of the courts of Wales.

SCHEDULE A – the Premises

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

- the access ways to it
- the Part Premises
- the access ways to it
- the toilet, kitchen and car
- the access ways to those
- the outdoor areas if any, and
- may be used by the Hirer (

SCHEDULE B – Hire Rate

EITHER

Hire Rates for the Premises
Monday –Friday Peak Time (after 5.00pm): £A per hour
Monday –Friday Off Peak Time [8.30am – 5.00pm]: £B per hour
Saturday – Sunday Peak Time: £C per hour

OR

Hire Rates for the Premises	
Dance Studio 1	Dance Studio 2
Monday – Friday Peak Time (after 5.00pm): £A per hour	Monday –Friday Peak Time (after 5.00pm): £D 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
Saturday – Sunday Peak Time: £C per hour	Saturday – Sunday Peak Time: £F per hour

Meeting Room 2
Monday –Friday Peak Time (after 5.00pm): £J per hour
Monday –Friday Off Peak Time [8.30am – 5.00pm]: £K per hour
Saturday – Sunday Peak Time: £L per hour

SCHEDULE C - Conditions to be

The provisions referred to by Clause

use the Premises, it confers no tenancy or other right of (Charity), and no relationship of landlord and tenant exists between the Hirer (Charity).

unless agreed in writing and signed by the Hirer (Charity).

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

Premises, showing

es in or at the Premises

as comprising the Premises [which Premises].]

ses

hour

Meeting Room 2

Monday –Friday Peak Time (after 5.00pm): £J per hour

Monday –Friday Off Peak Time [8.30am – 5.00pm]: £K per hour

Saturday – Sunday Peak Time: £L per hour

Restrictions/prohibitions

The Hirer (Charity) will **NOT**:

1. use any part/s of the Premises for any Purpose of Hire other than the Purpose of Hire;
2. sublet or share occupation of the Premises including the Part Premises] or all of the Premises;
3. use any part/s [including the Part Premises] for any unlawful purpose or in any unlawful manner;
4. use any part/s [including the Part Premises] for any immoral purpose or in any immoral manner;
5. place any signs in, at, or on the Premises without the prior written consent of the Owner, such consent not to be unreasonably refused or delayed;
6. [use any equipment in [the Part Premises] or any [other] part/s of the Premises without the prior written consent of the Owner, such consent not to be unreasonably refused or withheld];
7. alter, add, interfere with or remove any furniture, fittings, lighting, heating, power or other equipment in or at [the Part Premises or] any [other] part/s of the Premises;
8. drive any nail, screw or other fastener into any wall, floor, or furniture of [the Part Premises or] any [other] part/s of the Premises or use any adhesive tape, glue or other fastener on any [other] part/s of the Premises without the prior written consent of the Owner, such consent not to be unreasonably refused or withheld;
9. bring to or into [the Part Premises] or any [other] part/s of the Premises any source of electrical power or energy other than that provided by the Owner;
10. cause or allow any naked flames to be used in or at [the Part Premises] or any [other] part/s of the Premises;
11. allow any smoking in or at [the Part Premises] or any [other] part/s of the Premises;
12. bring to or into [the Part Premises] or at [the Part Premises or] any [other] part/s of the Premises or consume in [the Part Premises] or any [other] part/s of the Premises any alcoholic beverage;
13. cause or allow anything to be done in [the Part Premises] or any [other] part/s of the Premises giving rise to a hazard;
14. cause any nuisance, disturbance or inconvenience to the Owner or the owners or occupiers or users of any neighbouring premises [including the Part Premises] or any [other] part/s of the Premises;
15. cause or allow any obstruction to the entrance or exit from [the Part Premises or] any [other] part/s of the Premises;
16. cause or allow any damage to the Premises or any [other] part/s of the Premises;
17. cause or allow any damage to the Premises or any [other] part/s of the Premises or any [other] part/s of the Premises;
18. for health and safety reasons allow more than a maximum of <<insert number>> persons to be present in or at [the Part Premises] or any [other] part/s of the Premises at any one time;

19. sell any books or literature or other items on [the Part Premises or] any [other] part/s of the Premises without the Owner's consent;
20. hold any raffle or other form of lottery on [the Part Premises or] any [other] part/s of the Premises without the Owner's consent and any necessary licence;
21. make any audio or video recording on [the Part Premises or] any [other] part/s of the Premises or broadcast any material on [the Part Premises or] any [other] part/s of the Premises without the Owner's consent.

Requirements

The Hirer (Charity) will:

1. keep the [Part Premises or] any [other] part/s of the Premises clean and tidy, and return, in good order, all chairs, tables and other unfixed furniture and equipment to [the Part Premises or] any [other] part/s of the Premises and other part/s of] the Premises;
2. remove from the [Part Premises or] any [other] part/s of the Premises any rubbish left;
3. remove from the [Part Premises or] any [other] part/s of the Premises any equipment or other items brought in by the Hirer (Charity);
4. make good any damage caused by the Hirer (Charity) to the [Part Premises or] any [other] part/s of the Premises or other part/s of the Premises;
5. ensure that all electrical equipment used on [the Part Premises or] any [other] part/s of the Premises which is provided by the Hirer (Charity) has current Portable Appliance Test (PAT) certificates and that proof of such is provided to the Owner [on request];
6. comply in relation to [the Part Premises or] any [other] part/s of the Premises with [all applicable fire and safety regulations and the Hirer (Charity) has received a copy of which];
7. obtain and comply with any necessary licences or performing rights licences, and any other necessary licences for the Purpose of Hire;
8. ensure that an individual who is a representative of the Hirer (Charity) is present at [the Part] Premises for each Session and provides overall supervision of each Session;
9. provide sufficient staff or volunteers for the running, stewarding, overall supervision of each Session;
10. be responsible for any failure to supervise, manage, lead or run all or any part or aspect of the Session on behalf of the Hirer (Charity);
11. be responsible for the care and supervision of any children or vulnerable adults attending for or in connection with the Session;
12. ensure that those attending the Session leave in accordance with the Purpose of Hire for the Session;
13. at the end of each Session ensure that the Hirer (Charity) has switched on, and turn off hot water that the Hirer (Charity) has opened, [and] lock all doors [and return keys to the Owner] as instructed by the representative as instructed by the Owner;

14. comply with the Owner's instructions from time to time in relation to the [Part Premises including, but not limited to, any reasonable i

instructions from time to time in relation to the [Part Premises including, but not limited to, any reasonable i

OWNER

[Signed by <<Name>> for and on behalf of the Owner]

OR

[Signed by <<Name>> for and on behalf of the Owner]

HIRER (CHARITY)

[Signed by <<Name of Hirer (Charity)>> for and on behalf of the Hirer (Charity)]

Note: Also add full name(s) of any further signatories signing for and on behalf of the Hirer (Charity)]

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