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AGREEMENT FOR HIRE OF CHARITY PREMISES

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THIS PART OR ALL OF CHARITY HIRE AGREEMENT is made and dated the
<<date>> of <<month>> <<year>>

BETWEEN:

(1) [<<Name of Charity who is a charitable company limited by guarantee which is registered under no. <<Company Registration Number>> and which is registered in England & Wales with Charity Commission number] (England & Wales)

OR [The trustees (namely, the persons who own the Premises which owns the Premises of the Charity) of the Charity >>] of the Charity >> [<<Charity's Name>>] (England & Wales) which is registered in England & Wales with Charity Commission number] (England & Wales)

OR [<<Name of Charity who is a charitable incorporated association and a registered office is at <<Charity's Address>>] (England & Wales) with Charity Commission number] (England & Wales)

(hereinafter known as the 'Charity')

AND

(2) [<<Name of Hirer who is a consumer >> of <<Hirer's Address>>]

OR [<<Name of Hirer>>, who is a company registered in <<Country of Incorporation of Hirer>> under number <<Company Registration Number>> whose registered office is at <<Hirer's Address>>]

OR [<<If Hirer is also a charity >>] (appropriate option from (1) above>>)]
(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 and its Schedules;

'Force Majeure' means any event which is beyond the Charity's reasonable control;

'Hire Fee' means the fee payable by the Hirer for each Session;

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

['Hire Rate' means the rate payable by the Hirer for the [whole][Part] Premises [set out in Schedule A] OR [as previously notified to the Charity's <<describe document etc>>];]

['Part Premises' means a part of the Premises, e.g. Dance Studio 1, Dance Studio 2, etc >> [which is [further described in] [attached to] Schedule A] to be hired by the Hirer for the Hire Period;

'Premises' means the Charity's premises [including the Part Premises >>], comprising <<insert description of Premises>>]

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e.g [1][2]
etc)>>
premise
Schedule

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

'Purpose of Hire' means
dance/
others
individual

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

'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
and for
each of

[Part] Premises are hired to the Hirer,
during Sessions it means the dates of

2. [Hirer's Confirmation that]

2.1 The Hirer warrants
individual aged at le
business and not as

with this Agreement, they are an
olly or mainly for the purposes of a

2.2 For the purposes of
or profession carr
person/organization
wholly or mainly ou

means any business, trade, craft,
individual Hirer or by any other
the individual acting for purposes
le, business, craft or profession.]

3. Session(s) Booked and e

3.1 The Charity agrees
Purpose of Hire,
Session(s) on the fo

to use the [Part] Premises for the
is Agreement, for the following

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

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

Session Date (s): [

<<inse

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3.2 [The Charity will no
e.g 8>> Session Da

ing of more than <<insert number,
nt. Any Session(s) over and above

- that number that the Charity has agreed to use for the purpose of the Agreement.]
- 3.3 [The hire for the Purpose of the Agreement shall be for the use of the Premises for the Purpose of the Agreement **EITHER**
- [the Part Premises and the other parts of the Premises] [but the Charity will also make available to the Hirer to use for the Purpose of the Agreement] [[and the other] facilities] [and] [means of access to those facilities] in the Premises all as [shown in the plan attached to] Schedule A. The Hire Fees shall be consideration for the use of the Part Premises and that use of the other parts of the Premises]
- OR**
- [all of the Premises and the other parts of the Premises] [but the Charity will also make available to the Hirer to use for the Purpose of the Agreement] [facilities within the Premises] [all as shown in the plan attached to] Schedule A. The Hire Fees shall be consideration for the use of the Premises and that use of the other parts of the Premises]
4. **Payment of Hire Fees and cancellation for non-payment**
- 4.1 The Hirer shall pay the Hire Fees in accordance with the terms of the Agreement.
- 4.2 A deposit on account of the Hire Fees of the amount of all Hire Fees for the first Session, e.g. 20%, 30%>> of the total amount to be booked] **OR** [£ <<insert deposit amount>>] shall be payable by the Hirer on or before the date of this Agreement] **OR** [no later than the date of this Agreement] **OR** [before the [first] Session Date].
- 4.3 No booking for any Session shall be deemed to have been made until the Charity receives the Hire Fees for the first Session is not received in full by the date of the first Session. If the Hirer at any time thereafter cancel this Agreement immediately upon receipt of the Hire Fees by the Hirer [and the Charity shall refund the Hire Fees to the Hirer if the Hirer has paid by that date].
- 4.4 The balance of the Hire Fees shall be due and payable no later than the [first] Session Date.
- 4.5 If the balance of the Hire Fees is not received in full by the date of the first Session, the Hirer may at any time thereafter cancel this Agreement immediately upon receipt of the Hire Fees by the Hirer, and upon doing so shall be entitled to retain the deposit previously paid by the Hirer.
- 4.6 Upon cancellation of the Agreement, the Charity will refund [the part of the deposit not retained by the Charity, e.g. 40, 60, 80>>%] of the deposit, if any, previously paid by the Hirer, and, (whether only a single Session has been booked or two or more Sessions have been booked) the Charity shall refund [the part of the balance, if any, not retained by the Charity, e.g. 40, 60, 80>>%] of the balance, if any, not retained by the Charity.
5. **Wrongful cancellation by the Hirer**
- 5.1 Except as otherwise provided in the Agreement, if the Hirer cancels this Agreement in breach of this Agreement ("Hirer's Breach"), the Charity shall be entitled to retain the deposit, if any, previously paid by the Hirer, and, (whether only a single Session has been booked or two or more Sessions have been booked) the Charity shall refund [the part of the balance, if any, not retained by the Charity, e.g. 40, 60, 80>>%] of the balance, if any, not retained by the Charity.
- 5.2 The Hirer shall not be entitled to a refund of the deposit, if any, previously paid by the Hirer, and, (whether only a single Session has been booked or two or more Sessions have been booked) the Charity shall refund [the part of the balance, if any, not retained by the Charity, e.g. 40, 60, 80>>%] of the balance, if any, not retained by the Charity.

booked, the Charity may cancel any of the Hire given at least <<insert Session. The Charity may instead Sessions provided that the notice are being cancelled. If the notice Sessions, the Hirer shall have the right within <<insert number e.g. 7>> days if it does not wish to proceed with, cancelled by the Charity. [The Charity Sessions cancelled by the Charity and/or the amount to be returned by the Charity shall be equal to <<e.g. 10, 15, 20>>% of the Hire]. The Hirer shall remain liable for the Hire (both those which have been cancelled at any time during the Hire and those uncanceled Sessions shall be a total of the] amount to be returned by the Charity and the additional amount to be paid by the Hirer. Clause 6.5]

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

by damage by Hirer.

deposit of £<<insert figure>> on or any loss or damage to the [Part] ises or Charity's contents thereof ending or involved in any Session. (needing rectifying by cleaning.) No ide until the Charity receives the

deposit after deducting the cost of the Session. The repayment will be made by the Client, either by a lump sum or by instalments, taken place or, when it has been agreed, by instalments, 30 days after the cancellation occurs. If the Client cancels the Session under this Sub-Clause 8.2 but the cost of rectifying the damage or injury is more than the cost of the Session, the cost will be claimable under Sub-Clause 8.2, where more than one Session is booked for the Client. The cost of the Sessions.

8.2 The Charity will rectify any such error within 7 days after the error is identified. If the error is not corrected, the Charity will be liable for the damage deposited by the donor. If the deduction is incorrect, the Charity will be liable for the loss caused, the re-
10.4. For the purpose of this agreement, the Charity will be booked "Session" n

provisions set out in Schedule C
the [Part Premises or any other
Schedule C "Hirer" includes all of those

The Hirer undertakes to o
and to ensure that all per
part/s of the] Premises als
persons.

10. Liability

- 10.1 The Charity does not warrant that [the Part Premises or any other part/s of] any or all of the Premises, or access to or exit from any of them, are safe for the Purpose of Hire.
- 10.2 The Hirer acknowledges that, in so far as any personal injury to or death of any person on the Premises or any other part/s] [any negligence of the Charity or any person for whom it is responsible in respect to Sub-Clause 10.6, the Hirer is solely:
- 10.2.1 responsible for the [Part Premises and all other parts of the] Premises in or at and access to and exit from them and
- 10.2.2 responsible for any lack of safety or unsuitability or inadequacy of any of the Premises or any other parts of] any of the Premises or access to or exit from any of them;
- 10.3 Subject to Sub-Clause 10.4, the Charity accepts no responsibility or liability for loss of or damage to or destruction of or left or stored in or at [the Part Premises or any other part/s] of the Premises by the Hirer;
- 10.4 Subject to Sub-Clause 10.4.5, the Hirer hereby agrees to be liable for and to indemnify and keep the Charity free from and against all actions, claims, demands, costs, expenses, loss, delay, damages or other financial detriment, whether or not awarded against or incurred by the Charity (directly or indirectly) in respect of:
- 10.4.1 any damage to or destruction of the Premises or any other part/s] [any part/s] of the Premises;
- 10.4.2 any loss of or damage to any property of the Charity in [the Part Premises or any other part/s] [any part/s] of the Premises;
- 10.4.3 any loss of or damage to any property brought into or left or stored in [the Part Premises or any other part/s] [any part/s] of the Premises by the Hirer;
- 10.4.4 any breach of this Agreement or any negligent or other act or omission in breach of statutory duty by the Hirer;
- 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] [any part/s] of the Premises for the Purpose of Hire caused by the negligence of the Charity or any person for whom it is responsible;
- 10.4.6 save to the extent that it is caused by the negligence of the Charity or any person for whom it is responsible, any lack of safety or unsuitability or inadequacy of the Premises or any other part/s] [any part/s] of the Premises (not for the Purpose of Hire) by the Hirer; or
- 10.4.7 save to the extent that it is caused by the negligence of the Charity or any person for whom it is responsible, any lack of safety or unsuitability or inadequacy of the Premises or any other part/s] [any part/s] of the Premises (not for the Purpose of Hire) by the Hirer;

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10.5 In Sub-Clauses 10.4 and 10.6 (including employees, contractors, volunteers or involved in any Session).

includes those acting on its behalf (including employees, contractors, volunteers or agents), or others attending the Session.

10.6 Nothing in either the above provisions shall exclude or limit the Charity's liability for death or personal injury caused by its negligence or misrepresentation or otherwise in law.

Other provisions(s) of this Agreement shall not limit the Charity's liability for death or personal injury or its liability for fraud or fraudulent misrepresentation which cannot be limited or excluded by law.

11. Insurance

11.1 The Hirer, at its own cost, shall maintain in force for the whole Hire Period all insurance as is necessary to cover the Premises or any other part of the Premises or of any defect or accident caused by or indirectly by such items.

The Charity shall maintain in force insurance covering for the whole Hire Period under this Agreement including such insurance as is necessary to cover the Premises brought to or into [the Part of the Premises] and for liability arising out of or indirectly by such items.

11.2 The Hirer will at its own cost maintain in force for the whole Hire Period Liability Insurance, such insurance covering damage, including damage to the Premises and the acts and omissions of employees, contractors, volunteers or any Session. [Such insurance shall cover a sum of £1,000,000 for any accident or loss.]

The Charity shall maintain in force for the whole Hire Period Liability Insurance and Third Party Insurance covering for personal injury and property damage for any other part/s] [all part/s] of the Premises and those acting on its behalf including employees, contractors, volunteers and those attending or involved in the Session. [Such insurance shall cover a sum of indemnity of at least <<e.g. £1,000,000>> for any accident or loss.]

11.3 The Hirer will produce to the Charity and when requested from the Charity demonstrate that the insurance is current and maintained.

The Charity shall produce to the Hirer this Agreement and thereafter as requested from the Charity sufficient evidence to demonstrate that the insurance required by this Agreement to take effect is current and maintained. Receipts of receipts for premiums paid.

12. Miscellaneous

12.1 Force Majeure
The Charity 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.

The Charity 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.

12.2 VAT
All amounts payable by the Charity 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 to any amount being payable or returnable to the Charity together with that VAT.

12.3 Assignment
This Agreement is personal to the Charity and the Charity may assign or transfer any of its rights or obligations under this Agreement.

12.4 Third Party Rights
The parties agree that a claim arising solely by virtue of the terms of this Agreement shall not be enforceable by any Third Parties (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 a person named in this Agreement, and it shall be deemed to have been served on the day of posting.

12.6 Waiver
The parties agree that a claim arising solely by virtue of the terms of this Agreement shall not be enforceable by any Third Parties (Third Parties) Act 1999 to enforce any term of this Agreement.

12.7 Waiver
The parties agree that a claim arising solely by virtue of the terms of this Agreement shall not be enforceable by any Third Parties (Third Parties) Act 1999 to enforce any term of this Agreement.

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g, any right or remedy under this
any other right or remedy nor shall
any other right or remedy.

the parties and it supersedes any representation, understanding, or other.

use the Premises and not any
s or all of] the Premises, it confers
er, and no relationship of landlord

Unless agreed in writing and signed

and any dispute shall be subject to
Wales.

Premises, showing

es in or at the Premises

as comprising the Premises [which

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	

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

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

Group or Individual (Single or Multi-Session)

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Hire Rates for		Meeting Room 1
Monday –Friday Peak Time (after		
Monday –Friday Off Peak Time [8		hour
Saturday – Sunday Peak Time: £		
OR		
Hire Rate		
Dance Studio 1	Dance Studio 2	Meeting Room 2
Monday – Friday Peak Time (after [5.00pm]: £A per hour	Monday –Friday Peak Time (aft [5.00pm]: £D p hour	Monday –Friday Peak Time (after [5.00pm]: £J per hour
Monday – Friday Off Peak Time [8.30am - 5.00pm]: £E p	Monday –Friday Off Peak Tim [8.30am - 5.00pm]: £E p	Monday –Friday Off Peak Time [8.30am - 5.00pm]: £K per hour

5.00pm]: £B per hour	hour	
Saturday – Sunday Peak Time: £C per hour	Saturday Sunday Peak Time: £F p hour	Saturday – Sunday Peak Time: £L per hour

SCHEDULE C - Conditions to be

The provisions referred to by Clau

Restrictions/prohibitions

The Hirer will NOT:

1. use any part/s of the Premises for any Purpose of Hire other than for the Purpose of Hire;
2. sublet or share occupation of the Premises;
3. use any part/s [including the Premises] for any unlawful purpose or in any unlawful manner;
4. use any part/s [including the Premises] for any immoral purpose or in any immoral manner;
5. use any part/s [including the Premises] in any way which could damage the reputation of the Premises;
6. place any signs in, at, or on any [other] part/s of the Premises without the prior written consent of the Charity; such consent not to be unreasonably refused or delayed];
7. use any equipment in [the Premises] without the prior consent of the Charity; or describe the equipment>>;
8. 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; or in or at [the Part Premises or] any [other] part/s of the Premises;
9. 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 blue tack or equivalent on any [other] part/s of the Premises without the prior consent of the Charity;
10. bring to or into [the Part Premises] any source of electrical power or energy other than that provided by the Charity;
11. cause or allow any naked flames to be used in or at [the Part Premises or] any [other] part/s of the Premises;
12. allow any smoking in or at [the Part Premises or] any [other] part/s of the Premises;
13. 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] any alcoholic beverage;
14. cause or allow anything to be done in or at [the Part Premises or] any [other] part/s of the Premises giving rise to a health and safety hazard;
15. cause any nuisance, disturbance or inconvenience to the Charity or to the owners or occupiers or users of any neighbouring premises.

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16. cause or allow any obstruction or exit from [the Part Premises or any [other] part/s of the Premises;
17. cause or allow any damage to [the Part Premises or] any [other] part/s of the Premises;
18. cause or allow any damage to [the Part Premises or] any [other] part/s of the Premises or property in or at [the Part Premises or] any [other] part/s of the Premises;
19. for health and safety reasons restrict the 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;
20. sell any books or literature or other items from [the Part Premises or] any [other] part/s of the Premises without the prior written consent;
21. hold any raffle or other form of lottery or game on [the Part Premises or] any [other] part/s of the Premises without the prior written consent and any necessary licence;
22. make any audio or video recording or broadcast from [the Part Premises or] any [other] part/s of the Premises or broadcast from [the Part Premises or] any [other] part/s of the Premises without the Charity's prior written consent and any necessary licence;
<<insert any other restrictions>>

Requirements

The Hirer 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;
4. make good any damage caused by the Hirer or to anything in the [Part Premises or] any [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 meets current safety standards and has a current Portable Appliance Test (PAT) certificate or proof of such is provided to the Charity [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 provide the Hirer has received from the Charity a copy of which;
7. obtain and comply with in relation to [the Part Premises or] any [other] part/s of the Premises any necessary consents or performing rights licences, and any other necessary licences for the Purpose of Hire;
8. be present at the [Part Premises or] any [other] part/s of the Premises for each Session and provide overall supervision of each Session;
9. provide sufficient staff or other personnel for the Purpose of Hire, including stewarding, overall supervision and any necessary further supervision;
10. be responsible for any failure to comply with the Purpose of Hire 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 Purpose of Hire;
 12. ensure that the Premises are not used for any other Purpose of Hire;
 13. ensure that those attending the Session do not use any other part/s of the] Premises for the Purpose of Hire;
 14. at the end of each Session, ensure that the Premises are left in the same condition as when the Session started 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 Charity if applicable];
 15. comply with the Charity's instructions from time to time in relation to the [Part Premises] Premises including, but not limited to, any instruction relating to safety or noise levels;
 16. comply with the Charity's instructions from time to time of which the Charity has provided written notice to the Hirer.
- <<insert any other requirements>>

CHARITY

[Signed by <<Name of Charity Trustee>>
Charity Trustee
Note: Also add full name(s) of any further signatories
for and on behalf of the Charity]

HIRER

[Signed by <<Name>>,
the Hirer]

OR

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

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 Hirer]