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## ENT (HIRER IS INDIVIDUAL)

<<Nes>>

THIS PART OF PREMISES (ROOM AND/OR KITCHEN) is made and dated the  
<<date>> of <<month>> <<year>>

AGREEMENT is made and dated the

**BETWEEN:**

- (1) [<<Name of Owner of the Premises>> a company registered in <<Country of Incorporation of Owner's Company>> with Registration Number <<Company Registration Number>> whose registered office is at <<Owner's Address>>]
- OR [<<Name of Owner of the Premises>> an individual acting in the course of a business>> of <<Owner's Address>>]
- OR [<<Name of Owner of the Premises>> a charity, a charitable company limited by guarantee registered in England under no. <<Company Registration Number>> with Charity Commission number: [insert Charity Commission number] (England & Wales) whose registered office is at <<Owner's Address>>]
- OR [The trustees (namely <<Name of Owner of the Premises>> who is the Owner of the Premises for the Charity>>) of the Charity (<<Charity's Name>>) [insert Charity Commission number] (England & Wales)] whose registered office is at <<Charity's Address>>]
- OR [<<Name of Owner of the Premises>> a charitable incorporated organisation and a registered charity in England with Charity Commission number <<Charity Commission Number>> at <<Charity's Address>>]

(hereinafter known as the 'Owner')

(hereinafter known as the 'Hirer')

**AND**

- (2) <<Name of Hirer who is acting as a consumer>> of <<Hirer's Address>>

(hereinafter known as the 'Hirer')

**1. Definitions and Interpretation**

(hereinafter known as the 'Hirer')

In this Agreement, except where the context otherwise requires, the following terms shall have the following meanings:

- 'Agreement'** means this Agreement (including its Schedules) and any amendments thereto;
- 'Force Majeure'** means a circumstance beyond the Owner's reasonable control;
- 'Hire Fee'** means the fee payable by the Hirer for each Session;
- 'Hire Period'** means the period from <<insert date>> (inclusive) to <<insert date>> (exclusive);
- ['Hire Rate'** means the rate payable by the Hirer for the use of the Room and use of the Premises (including the use of the Premises for the purpose of the Agreement) OR [as previously notified to the Owner's <<describe document>>];
- 'Premises'** means the premises at <<insert address of whole of the premises part>>, including the Room [and any other part of those premises, [all of which are shown on the plan attached to] Schedule A] and

any reference to this Agreement shall be deemed to be subject to Sub-Clause 3.1 of the General Conditions of Sale.

**'Purpose of Hire'** means the purpose for which the Room is hired to the Hirer, be it for a <<describe purpose, e.g. dance/event, scout activity etc>> including or to accompany any of those individuals;

**'Room'** means the Room(s, e.g. Dance Studio 1, Dance Studio 2, etc )>> to be hired to the Hirer, be it for a <<describe purpose, e.g. dance/event, scout activity etc>> including or to accompany any of those individuals [which is [further described][shown in the plan];

**'Session'** means the start time and finish time on the Session Dates; if the Room is hired for a number of recurring Sessions, it means the start time and finish time on each of the Session Dates;

**'Session Date'** means the date on which the Room is hired to the Hirer, and for block booking it means the dates of each of those Sessions;

## 2. Hirer's Confirmation that

2.1 The Hirer warrants that the individual aged at least 18 years old who enters into this Agreement, they are an individual aged at least 18 years old and not acting wholly or mainly for the purposes of a business and not acting wholly or mainly for the purposes of a business;

2.2 For the purposes of this Agreement, the individual acting for purposes wholly or mainly for the purposes of a business, trade, craft, or profession cannot be the individual acting for purposes wholly or mainly for the purposes of a business, trade, craft, or profession.

## 3. Session(s) Booked and e

3.1 The Owner agrees to use the Room for the Purpose of Hire and to use other facilities as provided by this Agreement, for the following Session Date(s).

**Session:** the period of time for which the Room is hired to the Hirer, e.g. 9.00pm>>

**Session Date (s):** [

<<insert

3.2 [The Owner will not accept booking of more than <<insert number, e.g. 8>> Session Dates in any one day.

is deemed to be subject to Sub-

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

Room(s, e.g. Dance Studio 1, Dance Studio 2, etc )>> to be hired to the Hirer, be it for a <<describe purpose, e.g. dance/event, scout activity etc>> including or to accompany any of those individuals [which is [further described][shown in the plan];

start time and finish time on the Session Dates; if the Room is hired for a number of recurring Sessions, it means the start time and finish time on each of the Session Dates;

om is hired to the Hirer, and for block booking it means the dates of each of those Sessions;

with this Agreement, they are an individual aged at least 18 years old and not acting wholly or mainly for the purposes of a business and not acting wholly or mainly for the purposes of a business;

means any business, trade, craft, or profession cannot be the individual acting for purposes wholly or mainly for the purposes of a business, trade, craft, or profession.

use the Room for the Purpose of Hire and to use other facilities as provided by this Agreement, for the following Session Date(s).

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

ng of more than <<insert number, e.g. 8>> Session Dates in any one day.

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to the Room only and not to any  
will also make available and permit  
the [toilet][and][kitchen][and car  
ans of access to the Room [[and]  
[shown in] [the plan attached to]  
deration for both that hire of the  
Premises.

**for non-payment**

§.

part %, e.g. 20%, 30%>> 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].

deemed to have been made until it is not received in full by the date of termination. If the Owner does not at any time thereafter cancel this Contract, the Owner shall be deemed to have accepted the Work by the Hirer [and the Owner shall be deemed to have accepted the Work if the Hirer has paid by that date].

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

not received in full by the date  
/ at any time thereafter cancel this  
the Hirer, and upon doing so shall  
umber, e.g 40, 60, 80>>%) of the

The Owner will refund [the part of the  
and] such part of the balance, if  
Owner.

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by this Agreement, if the Hirer  
on shall be in breach of this

ny of the deposit, if any, previously  
n it, and, (whether only a single  
ing of two or more Sessions has  
will pay to the Owner upon Hirer's  
age of the balance of the total of  
nder this Agreement:

Before the cancellation is more than  
Before the first or only Session Date: .

For the first or only Session Date, the cancellation is more than 30 days before the first or only Session Date.

where the cancellation is more than  
before the first or only Session

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- 6.3 The Owner may cancel any 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 suspend the Session and deduct from the amount to be returned by it pursuant to Clause 10.4 both the Hire Fees for all such Sessions as have been booked at the time of the notice and any amount or part of such Hire Fees as the Hirer is liable under Sub-Clause 10.4.

- 6.4 Where only one Session is booked, the Owner may cancel this Agreement at any time prior to the Session, provided that notice is given at least <<insert number e.g. 21>> days before the Session. If the Owner cancels for any reason the Owner gives less than that number of days notice, the cancellation shall be effective but the Owner shall, by way of compensation, pay to the Client, in addition to the refund referred to in Sub-Clause 6.1, a sum of <<insert percentage e.g. 10, 15, 20>> % of the Hire Fee for that Session.

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cancels one or more Sessions, the Hirer shall have the option to issue a cancellation notice within <<insert number e.g. 7>> days after the Owner has cancelled, those Sessions shall be cancelled by the Owner. [The Owner shall be liable to be returned by the Owner <<e.g. 10, 15, 20>>% of the Hire Fees for those cancelled Sessions and those yet to take place] amount of the Hire Fees against and deducted from the returnable amount

#### 7. **Hirer's permitted cancellations**

The Hirer may terminate this Agreement if the Owner commits any material breach which is remediable, fails to remedy the breach within a period of <<e.g. 14>> days after the Hirer gives notice in writing. If the Hirer so terminates this Agreement, the Owner shall refund the Hire Fees previously paid less such amount as is payable by the Hirer for Sessions completed prior to the date when the termination takes effect.

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

8.1. The Hirer must pay a deposit of £<<insert figure>> on or before the date of the first Session at the Premises or the cost of any loss or damage caused to the Premises or the contents of the Premises by either the Hirer or anyone attending the Premises for any purpose includes special damage. The deposit is deemed to have been paid in full.

8.2. The Owner will repay the deposit after the booked Session, when it has been cancelled and the deposit is depleted. If the cost of rectifying the damage or loss caused by the Hirer exceeds the deposit, the remainder shall be claimable under Sub-Clause 10.4. For the purpose of this Clause, a "Session" means one or more Sessions booked for the same day.

#### 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 attending the Premises also do so, and in particular the provisions set out in Schedule C "Hirer" includes the following:

#### 10. **Liability**

10.1 The Owner does not warrant that any or all of the Premises, or any facilities, or any equipment, are safe, adequate, or suitable for the Purpose of the Hire.

10.2 The Hirer acknowledges that the death of any person attending the Premises caused by the negligence of the Owner shall be claimable under Sub-Clause 10.6.

Sessions, the Hirer shall have the option to issue a cancellation notice within <<insert number e.g. 7>> days after the Owner has cancelled, those Sessions shall be cancelled by the Owner. [The Owner shall be liable to be returned by the Owner <<e.g. 10, 15, 20>>% of the Hire Fees for those cancelled Sessions and those yet to take place] amount of the Hire Fees against and deducted from the returnable amount to be paid with that amount.

by notice to the Owner if the Owner commits any material breach which is remediable, fails to remedy the breach within a period of <<e.g. 14>> days after the Hirer gives notice in writing. If the Hirer so terminates this Agreement, the Owner shall refund the Hire Fees previously paid less such amount as is payable by the Hirer for Sessions completed prior to the date when the termination takes effect.

#### **Special damage by Hirer.**

deposit of £<<insert figure>> on or before the date of the first Session at the Premises or the cost of any loss or damage caused to the Premises or the contents of the Premises by either the Hirer or anyone attending the Premises for any purpose includes special damage. The deposit is deemed to have been paid in full.

After deducting the cost of rectifying the damage or loss caused by the Hirer, payment will be made within 7 days after the booked Session, when it has been cancelled and the deposit is depleted. If the cost of rectifying the damage or loss caused by the Hirer exceeds the deposit, the remainder shall be claimable under Sub-Clause 10.4. For the purpose of this Clause, a "Session" means one or more Sessions booked for the same day.

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

that any or all of the Premises, or any facilities, or any equipment, are safe, adequate, or suitable for the Purpose of the Hire.

far as any personal injury to or death of any person attending the Premises is caused by the negligence of the Owner, it shall be claimable under Sub-Clause 10.6.

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10.2.1 responsible  
access to a  
Purpose of

10.2.2 responsible  
inadequacy  
exit from an

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

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

10.4.1 any damage

10.4.2 any loss of  
Owner in an

10.4.3 any loss of or  
part/s of the

10.4.4 any breach  
other act or

10.4.5 any person  
part/s of the  
the negligent

10.4.6 save to the  
caused by the  
responsible,  
the Purpose

10.4.7 save to the  
unsuitability  
facilities, or

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

10.6 Nothing in either the  
shall exclude or in  
injury caused by i  
misrepresentation o  
law.

10.7 [The Owner warrants  
business.]

## 11. Insurance

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

Premises and other facilities and  
life, 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

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

the Premises by the Hirer;

the Hirer to any property of the

brought into or left or stored in any

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

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

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

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

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

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

idual acting for the purposes of a

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 w Liability Insurance, such in damage, including damage of the Hirer, those acting and agents, and those att have a limit of indemnity of

11.3 The Hirer will produce to t and when requested fro demonstrate that the insur out and maintain is current

## 12. Miscellaneous

### 12.1 Force Majeure

The Owner shall not be in failure to perform its oblig Force Majeure.

### 12.2 VAT

All amounts payable by th Added Tax (VAT). Where V the current rate applicable being payable or returnable

### 12.3 Assignment

This Agreement is person benefits under this Agree transfer any of its rights or

### 12.4 Third Party Rights

The parties agree that a p arising solely by virtue of t any terms of this Agreement

### 12.5 Notices

All notices given under this ordinary pre-paid post to a deemed to have been serv

### 12.6 Waiver

The failure to exercise, or Agreement shall not amou it preclude or restrict any fu

### 12.7 Entire Agreement

This Agreement is the who previous discussion, arra agreement between them r

### 12.8 Nature of Arrangem

This Agreement constitute forming part of the Premise the Hirer, and no relations the Hirer.

### 12.9 Variation

putable insurance company and Liability Insurance and Third Party er for personal injury and property mises and the acts and omissions employees, contractors, volunteers y Session. [Such insurance must for any accident.]

this Agreement and thereafter as e Owner sufficient evidence to required by this Agreement to take es of receipts for premiums paid.

ent by reason of, or liable for, any ement if such failure results from

is Agreement exclusive of Value y such amount it shall be added at in this Agreement to any amount ether with that VAT.

efore none of its obligations or y it. The Owner may assign or reement

ty to this Agreement has no right (Third Parties) Act 1999 to enforce

writing and addressed and sent by n in this Agreement, and it shall be ays of posting.

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

the parties and it supersedes any epresentation, understanding, or ter.

se the Room and other premises ncy or other right of occupation on nt exists between the Owner and



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

unless agreed in writing and signed

#### 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
  - the outdoor areas if any, and any other facilities comprising the Premises.]

### 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]

as more than one Room available

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

### SCHEDULE C - Conditions to be

The provisions referred to by Clause 12.1 shall apply to the Hire;

#### 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];

Hire;

or occupation of any other part/s of the Premises to the Hire;

any third party/ies to do so);

any unlawful way;

immoral way;

the reputation of the Owner];

6. for any purpose use any appliance or equipment 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];
  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, ventilation, air conditioning, or other equipment or systems in or at the Premises and will be responsible for any damage to such items;
  10. drive any nail, screw or other fastener into any wall, floor, or furniture of the Premises or use any adhesive, tape, or tack or equivalent on or in the Premises without the prior written consent of the Owner;
  11. bring into the Premises any gas, electricity, 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 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 such persons who may also be present in the Premises other than in the Room);
  21. sell any books or literature in the Premises without the Owner's prior written consent;
  22. hold any raffle or other form of lottery in the Premises without the Owner's prior written consent and any necessary licences;
  23. make any audio or video recording or broadcast from the Premises without the Owner's prior written 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 any damage to anything in the Premises;
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 and ensure that the Premises complies with any fire and safety regulations that the Hirer has received from the Owner];
  7. obtain and comply with all necessary permissions for the Premises to use the Premises for the Purpose of Hire, including any necessary copyright, performance or any other necessary licences or permissions;
  8. be present at the Premises for the duration of each Session and provide overall supervision of each Session;
  9. provide sufficient staff or other personnel to ensure the Premises is adequately staffed for the Purpose of Hire, including any necessary further supervision or staff;
  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 and supervision of any children or vulnerable adults attending for or in connection with the Purpose of Hire;
  12. ensure that the Premises are kept in a clean and tidy condition at all times;
  13. ensure that those attending the Premises for the Purpose of Hire leave in an orderly manner;
  14. at the Premises, at the end of the Session, turn off all lighting and turn off hot water that the Hirer has supplied, close all windows that the Hirer has opened, and lock all doors [and remove any keys] 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, including 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>>,  
the Hirer