

PART OF PREMISES (ROOM/HALL) (HIRER IS AN ORGANISATION)

<<Name of Premises>>

THIS PART OF PREMISES (ROOMS) AGREEMENT is made and dated the
<<date>> of <<month>> <<year>>

BETWEEN:

- (1) [<<Name of Owner of <<Company Name>> a company registered in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Owner's Address>>]
- OR [<<Name of Owner of <<Company Name>> a company registered in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Owner's Address>>]
- OR [<<Name of Owner of <<Company Name>> a company registered in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Owner's Address>>]
- OR [The trustees (namely <<Name of Owner of <<Company Name>> a company registered in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Owner's Address>>]
- OR [<<Name of Owner of <<Company Name>> a company registered in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Owner's Address>>]

(hereinafter known as the 'Owner')

AND

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

(hereinafter known as the 'Hirer')

1. Definitions and Interpretation

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

'Agreement' means this Agreement and its Schedules

<<Company Name>> a company registered in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Owner's Address>>]

individual acting in the course of a business

Charity>>, a charitable company limited by guarantee which is registered in England under no. <<Company Registration Number>> [insert Charity Commission number] (England & Wales) with its registered office is at <<Owner's Address>>]

ALL of the trustees of the Charity (namely <<Name of Owner of <<Company Name>> a company registered in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Owner's Address>>]

Charity>>, a charitable incorporated organisation and a registered charity no: <<Charity's Commission number>> (England & Wales) with its principal office in <<Charity's Address>>]

in <<Country of Incorporation of Owner's Company Registration Number>> whose registered office is at <<Hirer's Address>>]

Charity>>, a charitable company limited by guarantee which is registered in <<Country of Incorporation of Owner's Company Registration Number>> and which is known as <<Charity's Name>> [a registered charity no: <<Charity's Commission number>>] (England & Wales) with its principal office in <<Charity's Address>>]

ALL of the trustees of the Hirer (namely <<Name of Hirer who is a charitable company limited by guarantee which is registered in <<Country of Incorporation of Owner's Company Registration Number>> and which is known as <<Charity's Name>> [a registered charity no: <<Charity's Commission number>>] (England & Wales) with its principal office in <<Charity's Address>>]

incorporated organisation and a registered charity no: <<Charity's Commission number>> (England & Wales) with its principal office in <<Charity's Address>>]

otherwise requires, the following terms shall have the following meanings:

(Hall/Room Hire) Agreement including its Schedules

'Force Majeure'	means a	owner's reasonable control;
'Hire Fee'	means £	Session;
'Hire Period'	means f	<insert date>> (inclusive);
['Hire Rate'	means t [set out to the etc>>];]	the Room and use of the Premises agreement] OR [as previously notified the Owner's <<describe document
'Premises'	means premise the outo [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 dance/e others individu	for a <<describe purpose, e.g. event, scout activity etc>> including or to accompany any of those
'Room'	means Studio 2 Hirer, be in the pl	oom(s, e.g Dance Studio 1, Dance Room 2, etc)>> to be hired to the s [which is [further described][shown A];
'Session'	means Session each pe Dates;	start time and finish time on the gs of recurring Sessions, it means me times on each of the Session
'Session Date'	means t booking Session	om is hired to the Hirer, and for block t means the dates of each of those

2. Session(s) Booked and e

2.1 The Owner agrees
Hire and to use oth
for the following Se

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

Session Date (s): [
<<inse

use the Room for the Purpose of
all as provided by this Agreement,
Session Date(s).

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

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2.2 [The Owner will not accept booking of more than <<insert number, e.g 8>> Session Dates in any one Session. Any Session(s) over and above that number that the Hirer books must be booked under a further agreement.]

2.3 The hire for the Premises is for the use of the Room only and not to any other part of the Premises. The Owner will also make available and permit the Hirer to use for the duration of the hire the [toilet][and][kitchen][and car parking] [[and the car park] [and the means of access to the Room [[and] [shown in] [the plan attached to] Schedule A. The Hirer shall pay in consideration for both that hire of the Room and that use of the Premises.

3. Payment of Hire Fees and cancellation for non-payment

3.1 The Hirer shall pay the Hire Fees in accordance with the following provisions.

3.2 A deposit on account of the Hire Fees of the amount of all Hire Fees less the amount of any discount, e.g. 20%, 30%>>of the total amount to be booked] OR [the amount of the first Session] 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].

3.3 No booking for any Session shall be deemed to have been made until the full amount of the Hire Fees is received by the Owner. If the Hirer is not received in full by the date of the first Session, the Hirer shall be required by Sub-Clause 3.6 to repay such part if any of the deposit previously paid as the Owner may at any time thereafter cancel this Agreement immediately upon written notice to the Hirer [and the Owner shall be entitled to retain the balance of the deposit previously paid if the Hirer has paid by that date].

3.4 The balance of the Hire Fees shall be due and payable no later than the date of the [first] Session Date].

3.5 If the balance of the Hire Fees is not received in full by the date of the first Session, the Hirer shall be required by Sub-Clause 3.6 to repay such part if any of the deposit previously paid as the Owner may at any time thereafter cancel this Agreement immediately upon written notice to the Hirer, and upon doing so shall be entitled to retain the balance of the deposit previously paid if the Hirer has paid by that date.

3.6 Upon cancellation of the Hire by the Owner will refund [the part of the deposit not retained] and [such part of the balance, if any, that the Hirer has paid] to the Owner.

4. Wrongful cancellation by the Hirer

4.1 Except as otherwise provided in this Agreement, if the Hirer cancels this Agreement before the date of the first Session, the Hirer shall be in breach of this Agreement ("Hirer's Breach").

4.2 The Hirer shall not be entitled to a refund of the deposit, if any, previously paid, the Owner shall retain it, and, (whether only a single Session has been booked or whether two or more Sessions have been booked) the Hirer shall pay to the Owner upon Hirer's Breach the balance of the total of the Hire Fees due for the Session(s) booked under this Agreement:

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- 4.2.1 <<insert number>> where the cancellation is more than <<insert number>> days before the first or only Session Date; .
- 4.2.2 <<insert number>> where the cancellation is more than <<insert number>> days before the first or only Session Date; .
- 4.2.3 <<insert number>> where the cancellation is more than <<insert number>> days before the first or only Session Date; or
- 4.2.4 <<insert number>> where the cancellation is <<insert number>> days before the first or only Session Date.

4.3 Where the Hirer is liable for the total Hire Fees for any or all of the balance of the Sessions and is party to any wrongful cancellation, the Owner shall accept any booking made by the third party for any or all of the booked Sessions and is party to any booking by the third party, the Hirer shall remain liable under this Clause. That liability shall be reduced as follows. The Owner shall refund to the Hirer a sum equal to the payment received from the third party for any or all of the booked Sessions less a reasonable sum for actual expenses incurred by the Owner for any or all of the booked Sessions and third party booking. The Hirer will remain liable for any or all of the booked Sessions for which it is liable under Sub-Clause 4.2 for any or all of the balance of the Sessions.

4.4 The amount due under Sub-Clause 4.2 or 4.3, shall become due and payable on the date of the notice given by the Owner

5. Owner's cancellation

5.1 Subject to the provisions of this Clause 5, where there is a cancellation under this Agreement, the Owner will return to the Hirer all amounts previously paid by the Hirer under this Agreement as a deposit, balance or otherwise. The payments shall be without any deduction by the Owner and without any further or other liability of the Owner to the Hirer.

5.2 The Owner may cancel the Agreement at any time by notice to the Hirer where it reasonably considers that the Agreement is no longer of force Majeure which has occurred, it will not practicably be possible for the Owner to make available the use of the Premises for a single Session.

- 5.2.1 make available the use of the Premises for a single booked Session.
- 5.2.2 where there is a cancellation of the Agreement, the Owner shall make available the use of the Premises for one or more or all of those booked Sessions.

The Hirer shall remain liable for the Hire Fees for the uncanceled Session(s) falling at the end of the Period.

5.3 The Owner may cancel the Agreement 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 deduct from the amount to be returned by it pursuant to Sub-Clause 5.1 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 amount as the Hirer is liable under Sub-Clause 5.2.

5.4 Where only one Session is booked under the Agreement at any time, the Owner may cancel this Agreement at any time by notice to the Hirer given at least <<insert number>> days before the first or only Session Date. For any reason the Owner gives less than that number of days notice, the cancellation shall be effective but the Owner shall be liable to refund to the Hirer in addition to the refund referred to in Sub-Clause 5.1.

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9. Liability

- 9.1 The Owner does not warrant that any or all of the Premises, or any facilities, or access to any of them, are safe, adequate, or suitable for the Purpose of Hire.
- 9.2 The Hirer acknowledges that, insofar as any personal injury to or death of any person is caused by the negligence of the Owner or any person for whom it is responsible, and subject to Sub-Clause 9.6, the Owner shall be liable to the Hirer for the full amount of the compensation payable to or for that person.
- 9.2.1 The Owner shall be responsible for ensuring that the Premises and other facilities and access to any of them are safe, suitable, and adequate for the Purpose of Hire.
- 9.2.2 The Owner shall be responsible for any lack of safety or unsuitability or inadequacy of the Premises or other facilities or access to or use of any of them, or for any exit from any part/s of the Premises.
- 9.3 Subject to Sub-Clause 9.6, the Owner accepts no responsibility or liability for loss of or damage to any property brought into or left or stored in any part/s of the Premises by the Hirer.
- 9.4 Subject to Sub-Clause 9.6, the Hirer hereby agrees to be liable for and to indemnify and keep the Owner free from and against all actions, claims, demands, costs, expenses, loss, delay, damages or other liabilities awarded against or incurred by the Owner (directly or indirectly) in connection with:
- 9.4.1 any damage to the Premises by the Hirer;
- 9.4.2 any loss of or damage to any property of the Hirer brought into or left or stored in any part/s of the Premises;
- 9.4.3 any loss of or damage to any property brought into or left or stored in any part/s of the Premises;
- 9.4.4 any breach of this Agreement or any negligent or other act or omission by the Hirer in breach of statutory duty by the Hirer;
- 9.4.5 any personal injury to or death of any person who is in or about any part/s of the Premises while on Hire, except where caused by the negligence of the Owner or any person for whom it is responsible;
- 9.4.6 save to the extent that the negligence of the Owner or any person for whom it is responsible applies, the negligence of the Owner or any person for whom it is responsible applies and save where the negligence of the Owner or any person for whom it is responsible applies, any lack of safety or unsuitability or inadequacy of any or all of the Premises, or other facilities, or access to any of them.
- 9.5 In Sub-Clauses 9.4.1 to 9.4.7 (including employees, agents or involved in any Sub-Clause 9.4.1 to 9.4.7), the Owner includes those acting on its behalf or on behalf of its agents, or others attending to the Premises.
- 9.6 Nothing in either this Clause or any other provisions(s) of this Agreement shall exclude or in any way limit the Owner's liability for death or personal injury caused by its negligence or its liability for fraud or fraudulent misrepresentation or for any breach of law.
- 9.7 [The Owner warrants that it is an individual acting for the purposes of a business.]

10. Insurance

- 10.1 The Hirer, at its own cost, shall maintain in force insurance covering for the whole Hire Period all its liability under this Agreement including such insurances brought into any part/s of the Premises and for liability arising from any accident caused whether directly or indirectly by such items.
- 10.2 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 the Hirer, those acting on its behalf, employees, contractors, volunteers and agents, and those attending any Session. [Such insurance must have a limit of indemnity of not less than £1,000,000 for any accident.]
- 10.3 The Hirer will produce to the Owner on demand and when requested from time to time sufficient evidence to demonstrate that the insurance required by this Agreement to take effect is in force and is current. The Hirer shall retain copies of receipts for premiums paid.

11. Miscellaneous

11.1 Force Majeure

The Owner shall not be in breach of this Agreement by reason of, or liable for, any failure to perform its obligations under this Agreement if such failure results from Force Majeure.

11.2 VAT

All amounts payable by the 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 to the amount in this Agreement to any amount payable by the Hirer together with that VAT.

11.3 Assignment

This Agreement is personal to the Hirer and therefore none of its obligations or benefits under this Agreement shall be assigned by it. The Owner may assign or transfer its obligations under this Agreement.

11.4 Third Party Rights

The parties agree that a person who is not a party to this Agreement has no right to enforce any term of this Agreement (Third Parties) Act 1999 to enforce any term of this Agreement.

11.5 Notices

All notices given under this Agreement shall be in writing and addressed and sent by ordinary pre-paid post to a person named in this Agreement, and it shall be deemed to have been served on the day of posting.

11.6 Waiver

The failure to exercise, or to enforce, any right or remedy under this Agreement shall not amount to a waiver of any other right or remedy nor shall it preclude or restrict any further right or remedy.

11.7 Entire Agreement

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

11.8 Nature of Arrangement

This Agreement constitutes the entire agreement between the Owner and the Hirer, and no relations shall exist between the Owner and the Hirer.

11.9 Variation

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

11.10 Law and Jurisdiction

This Agreement shall be governed by the law of England and any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE A – Room and other Premises

[Note: Insert here a detailed description of 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 areas;
 - the outdoor areas if any, and the 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]

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 observed

The provisions referred to by Clause 11 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 other part/s of the Premises to the extent that the Owner has permitted 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 that would damage the reputation of the Owner];
 6. for any purpose use any apparatus 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, power or other equipment or fixtures 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 or tape to tack or equivalent on or in the Premises without the prior written consent of the Owner;
 11. bring into the Premises any electrical power or energy or any form of heating;
 12. cause or allow any naked flames 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 exit from the Premises;
 18. cause or allow any damage to the Premises;
 19. cause or allow any damage to the property in or at the Premises;
 20. for health and safety reasons limit the maximum of <<insert number>> persons to be present in or on 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 in the Premises 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 items brought in by the Hirer; and other unfixed furniture and equipment to the Owner's Premises;
 2. remove from the Premises anything 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 which is provided by the Hirer meets current safety standards and that proof of such is provided 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 all necessary permissions for the Purpose of Hire; Premises any necessary copyright, or any other necessary licences or permissions for the Purpose of Hire;
 8. ensure that a competent person is authorised by the Hirer to act on its behalf is present at the Premises for each Session and provides overall supervision of each Session;
 9. provide sufficient staff or cover for the Purpose of Hire; Premises and any necessary further supervision of each Session;
 10. where the Hirer is not attending the Premises, the Hirer appoints as cover for any failure by the individual responsible for the Purpose of Hire;
 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 left in a safe condition at the end of Hire;
 13. ensure that those attending the Premises leave the Premises in an orderly manner;
 14. at the Premises, at the end of the Hire, switch off all lighting and turn off hot water that the Hirer has supplied; and lock all doors [and remove any keys] that the Hirer has supplied; and windows that the Hirer has opened, or its representative 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, or 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>> ()]

Charity Trustee

*Note: Also add full name(s) of any further
for and on behalf of the Owner]*

HIRER

[Signed by <<Name of Charity Trustee>>
Charity Trustee

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

OR

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

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