

S

WHOLE OF PREMISES (WHETHER THE HIRER IS INDIVIDUAL)

A

<<NAMES>>

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THIS WHOLE OF PREMISES H
<<month>> <<year>>

made and dated the <<date>> of

BETWEEN:

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

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

OR [<<Name of Owner of
of <<Owner's Address>>

individual not acting as a consumer>>

OR [<<Name of Owner of
limited by guarantee
Registration Number>>
Commission number] (<<
Address>>]

Charity>>, a charitable company
England under no. <<Company
stered charity no: [*insert Charity
e registered office is at <<Owner's*

OR [The trustees (namely
which is the Owner of
for the Charity>>) of th
<<Charity's Name>> [a
(England & Wales)] wh

ALL of the trustees of the Charity
ose who are to be the signatories
incorporated association] known as
insert Charity Commission number]
<<Charity's Address>>]

OR [<<Name of Owner of
organisation and a re
(England & Wales) with

arity>>, a charitable incorporated
ert Charity Commission number]
gland at <<Charity's Address>>]

(hereinafter known as the 'Owne

AND

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

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

(hereinafter known as the 'Hirer'

1. Definitions and Interpretat

In this Agreement, except v
shall have the following me

se requires, the following terms

'Agreement' means
Schedu

ses Hire Agreement including its

'Force Majeure' means

owner's reasonable control;

'Hire Fee' means

the Session;

['Hire Rate' means
Schedu
Hirer] C

of the whole Premises [set out in
] **OR** [as previously notified to the
r's <<describe document etc>>];]

'Premises' means
>>,com
classro
areas f
[attach

er's premises at <<insert address
ption e.g [1][2] dance studio[s],
etc)>> [and including the outdoor
premises],][all as shown in the plan
le A] to be hired to the Hirer

'Purpose of Hire' means
dance/
others

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

individual

‘Session’ means the start time and finish time on the Session

‘Session Date’ means the Premises are hired to the Hirer.

2. Hirer’s Confirmation that

- 2.1 The Hirer warrants that with this Agreement, they are an individual aged at least 18 years old wholly or mainly for the purposes of a business and not for their own purposes.
- 2.2 For the purposes of this Agreement “business” means any business, trade, craft, or profession carried out by an individual Hirer or by any other person/organization for “business or consumer purposes” means purposes that are wholly or mainly for business, craft or profession.

3. Session Booked and extended

- 3.1 The Owner agrees to make the Premises for the Purpose of Hire, all as provided in the Session Date.
- Session:** the period of time e.g. 7.00pm>> and <<insert time, e.g. 9.00pm>> on the Session Date: [<<insert date>>]
- 3.2 The hire for the Purpose includes use of the Premises and access to the building comprising the Premises [all as shown in the plan attached to Schedule 1] for the Session Date for consideration for that hire and use.

4. Payment of Hire Fee and

- 4.1 The Hirer shall pay the Hire Fee for non-payment
- 4.2 A deposit on account of the total amount of the Hire Fee [insert %, e.g. 20%, 30%>> of the Hire Fee] OR [£ <<insert deposit amount>>] shall be paid by the Hirer on the date of this Agreement OR [no later than the date of this Agreement] OR [no later than the Session Date].
- 4.3 No booking for the Session Date shall be made until the Hire Fee has not been received in full by the date required by Sub-Clause 4.2. If the Hirer at any time thereafter cancel this Agreement immediately the Hire Fee shall be repaid to the Hirer [and the Owner shall be entitled to retain the Hire Fee if the Hirer has paid by that date].
- 4.4 The balance of the Hire Fee shall be due and payable no later than the Session Date.
- 4.5 If the balance of the Hire Fee has not been received in full by the date required by Sub-Clause 4.2, the Owner shall be entitled to retain the Hire Fee and upon doing so shall be entitled to retain the Hire Fee [insert number, e.g 40, 60, 80>>%] of the Hire Fee.

- 4.6 Upon cancellation of the Session, the Owner will refund [the part of the deposit not retained by the Owner and] such part of the balance, if any, that the Hirer has paid to the Owner.
- 5. Wrongful cancellation by the Hirer**
- 5.1 Except as otherwise provided by this Agreement, if the Hirer cancels this Agreement in breach of this Agreement ("Hirer's Cancellation"), the Hirer shall be in breach of this Agreement and the following shall apply.
- 5.2 The Hirer shall not be entitled to a refund of any of the deposit, if any, previously paid, and the Hirer will be liable for and shall pay to the Owner, upon wrongful cancellation the following percentage of the Hire Fee due for the Session booked under this Agreement:
- 5.2.1 <<insert number>> where the cancellation is more than <<insert number>> days before the Session Date;
- 5.2.2 <<insert number>> where the cancellation is more than <<insert number>> days before the Session Date;
- 5.2.3 <<insert number>> where the cancellation is more than <<insert number>> days before the Session Date; or
- 5.2.4 <<insert number>> where the cancellation is <<insert number>> days before the Session Date.
- 5.3 Where the Hirer is liable under Sub-Clause 5.2 for any or all of the balance of the total Hire Fee for the Session booked under this Agreement, the Owner shall accept any booking made by the Hirer that booking by the Hirer shall be subject to the liability under Sub-Clause 5.2 but that liability shall be reduced by a sum of not less than a reasonable sum for the cost of the third party booking, in respect of which it is liable under the relevant booking agreement.
- 5.4 The amount due under Sub-Clause 5.2 or 5.3, shall become due and payable by the Hirer on the date of notice given by the Owner.
- 6. Owner's cancellation**
- 6.1 Subject to the provisions of this Clause 6, 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, and the payments shall be without any deduction by the Owner and without any further or other liability of the Hirer.
- 6.2 The Owner may cancel the Session at any time by notice to the Hirer where it reasonably considers that a Force Majeure which has occurred, renders the Session at the Premises available for the booked Session impracticable.
- 6.3 The Owner may cancel the Session at any time by notice to the Hirer where the Hirer is in breach of any provision of this Agreement. The Owner shall be entitled to deduct from the amount to be returned by it pursuant to this Clause 6 the Hire Fee for the Session if it has begun or been performed in whole or in part at the time of such amount for the Session.
- 6.4 The Owner may cancel the Session at any time by notice to the Hirer given at least <<insert number>> days before the Session Date. [If for any reason the Owner gives less than <<insert number>> days notice, the notice shall be deemed to be given <<insert number>> days before the Session Date.]

be effective but the
in addition to the refund
<<e.g. 10, 15, 20>>

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 after the Hirer gives notice in writing, or if the Agreement, the Owner shall refund the Hire Fee.

8. [Payment of special damage deposit]

8.1. The Hirer must pay a special damage deposit of £<<insert figure>> on or before the date of the Session. The deposit is for any loss or damage to the Premises or Owner's property caused by either the Hirer or anyone attending or involved in the Session. The deposit will be deemed to have been made until the date of the Session.

8.2 The Owner will repay the deposit to the Hirer after the Session has taken place, within 7 days of the date the deposit is depleted by a deduction for damage or loss. If the deposit is insufficient to meet the cost of rectifying the damage or loss, the remainder of that cost shall be payable by the Hirer.

9. Conditions to be observed by the Hirer

The Hirer undertakes to observe the provisions set out in Schedule C and to ensure that all persons attending the Session observe the provisions set out in Schedule C "Hirer" includes the Hirer and all persons attending the Session.

10. Liability

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

10.2 The Hirer acknowledges that the death of any person attending the Session is caused by the negligence of the Owner or the Hirer, or both, and is subject to Sub-Clause 10.6.

10.2.1 responsible for the death of any person attending the Session, access to and from the Premises, and the Premises and other facilities and access to or from the Premises, are safe, suitable, and adequate for the Purpose of the Session.

10.2.2 responsible for the death of any person attending the Session, inadequacy of the Premises and other facilities and access to or from the Premises, and the Premises and other facilities and access to or from the Premises, are safe, suitable, and adequate for the Purpose of the Session.

10.3 Subject to Sub-Clause 10.2, the Owner accepts no responsibility or liability for loss of or damage to the Premises by the Hirer or anyone attending the Session.

10.4 Subject to Sub-Clause 10.2, the Hirer agrees to be liable for and indemnify and keep the Owner free from and against all actions, claims, demands, costs, loss, delay, damages or other financial detriment, whether or not insured against or incurred by the Owner (directly or indirectly).

of compensation, pay to Hirer in addition to the refund in clause 6.1 above, a sum equal to the Hire Fee.

me by notice to the Owner if the term of this Agreement and, if such notice is given, within a period of <<e.g. 3>> days after the date of the Session. If the Hirer so terminates this Agreement, the Hire Fee previously paid by it.

Special damage by Hirer.

deposit of £<<insert figure>> on or before the date of the Session. The deposit is for any loss or damage to the Premises or Owner's property caused by either the Hirer or anyone attending or involved in the Session. The deposit will be deemed to have been made until the date of the Session.

After deducting the cost of rectifying the damage or loss, the remainder of that cost shall be payable by the Hirer. Payment will be made within 7 days of the date the deposit is depleted by a deduction for damage or loss. If the damage deposit is insufficient to meet the cost of rectifying the damage or loss, the remainder of that cost shall be payable by the Hirer. [Sub-Clause 8.2 but the deduction is for the damage or loss caused, the remainder of that cost shall be payable by the Hirer Sub-Clause 10.4.]

provisions set out in Schedule C and to ensure that all persons attending the Session observe the provisions set out in Schedule C "Hirer" includes the Hirer and all persons attending the Session.

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

far as any personal injury to or death of any person attending the Session is caused by the negligence of the Owner or the Hirer, or both, and is subject to Sub-Clause 10.6.

Premises and other facilities and access to and from the Premises, are safe, suitable, and adequate for the Purpose of the Session.

ck of safety or unsuitability or inadequacy of the Premises and other facilities or access to or from the Premises, and the Premises and other facilities and access to or from the Premises, are safe, suitable, and adequate for the Purpose of the Session.

cepts no responsibility or liability for loss of or damage to the Premises by the Hirer or anyone attending the Session.

reby agrees to be liable for and indemnify and keep the Owner free from and against all actions, claims, demands, costs, loss, delay, damages or other financial detriment, whether or not insured against or incurred by the Owner (directly or indirectly).

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- 10.4.1 any damage to the Premises by the Hirer;
- 10.4.2 any loss of or damage to the Hirer to any property of the Owner in an
- 10.4.3 any loss of or damage to any property brought into or left or stored in any
- 10.4.4 any breach of this Agreement or any negligent or other act or
- 10.4.5 any personal injury or damage to any person who is in or about any Premises of Hire, except where caused by a person for whom it is responsible;
- 10.4.6 save to the extent that it is caused by the responsible person, the Purpose
- 10.4.7 save to the extent that it is caused by the unsuitability of the Premises or its facilities, or
- 10.5 In Sub-Clauses 10.4.1 to 10.4.7 (including employees or involved in any S
- 10.6 Nothing in either the above shall exclude or in any way limit the liability for injury caused by intentional or negligent misrepresentation of law.
- 10.7 [The Owner warrants that the Premises are suitable for business.]

11. Insurance

- 11.1 The Hirer, at its own cost, shall maintain in force insurance covering for the whole period of hire all property brought to or into the Premises and used whether directly or indirectly
- 11.2 The Hirer will at its own cost maintain in force for the whole period of hire Liability Insurance, such insurance must cover for personal injury and property damage, including damage caused by the acts and omissions of the Hirer, its employees, contractors, volunteers and agents, and those attending or involved in the Premises. Such insurance must have a limit of indemnity of at least <<e.g. £1,000,000 per incident.]
- 11.3 The Hirer will produce to the Owner and when requested from the Owner sufficient evidence to demonstrate that the insurance required by this Agreement to take effect and maintain is current and valid.

12. Miscellaneous

- 12.1 Force Majeure

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

12.2 VAT

All amounts payable by the Tenant under this Agreement exclusive of Value Added Tax (VAT). Where VAT is payable on any such amount it shall be added at the current rate applicable in the jurisdiction in this Agreement to any amount being payable or returnable together with that VAT.

12.3 Assignment

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

12.4 Third Party Rights

The parties agree that a person shall not acquire any right or benefit arising solely by virtue of third party (Third Parties) Act 1999 to enforce any terms 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 failure to exercise, or the exercise in a particular manner, of any right or remedy under this Agreement shall not amount to a waiver of any other right or remedy nor shall it preclude or restrict any further or other right or remedy.

12.7 Entire Agreement

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

12.8 Nature of Arrangement

This Agreement constitutes a licence to occupy the Premises and it confers no tenancy or other right of occupancy and no relationship of landlord and tenant exists between the Owner and the Tenant.

12.9 Variation

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

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 – the Premises

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

- the access ways to it*
- the toilet, kitchen and car parking spaces in or at the Premises*
- the access ways to those*
- the outdoor areas if any, and any other facilities or amenities comprising the Premises.]*

SCHEDULE B – Hire Rate

[Note to Owner: It is assumed in this agreement that the Premises may comprise a single room/hall or more than one room/hall, but not the whole, not just part/s, of the Premises.]

Hire Rates for the Premises
Monday –Friday Peak Time (after 12.00 noon)
Monday –Friday Off Peak Time [8.00am – 12.00 noon]
Saturday – Sunday Peak Time: £

SCHEDULE C - Conditions to be complied with

The provisions referred to by Clause 11 are:

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;
3. use the Premises for any unlawful way;
4. use the Premises for any immoral way;
5. [use the Premises in any way which would damage the reputation of the Owner];
6. 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];
7. [use any equipment in the Premises without the prior consent of the Owner [except for<<identify or describe the equipment];
8. 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;
9. drive any nail, screw or other fastener into any wall, floor, or furniture of the Premises or use any adhesive or other fastener to tack or equivalent on or in the Premises;
10. bring to or into the Premises any electrical power or energy or any form of heating;
11. cause or allow any naked flames or open fires to be used in or at the Premises;
12. allow any smoking in or at the Premises;
13. bring to or into the Premises any alcoholic beverage;
14. cause or allow anything in or at the Premises to give rise to a health or safety risk;
15. cause any nuisance, disturbance or inconvenience to the Owner or to the occupants, owners, occupiers or users of the Premises;
16. cause or allow any obstruction to the main entrance or exit from the Premises;
17. cause or allow any damage to the Premises or any equipment or property in or at the Premises;
18. cause or allow any damage to the Premises;

19. for health and safety reasons a maximum of <<insert number>> persons to be present in or on the Premises at one time;
 20. sell any books or literature or other items on the Premises without the Owner's prior consent;
 21. hold any raffle or other form of lottery on the Premises without the Owner's prior consent and any necessary licences;
 22. make any audio or video recording or broadcast from the Premises without the Owner's prior consent;
- <<insert any other restrictions>>

Requirements

The Hirer will:

1. keep the Premises clean and tidy and pack/store safely and neatly all of the Owner's chairs, tables and equipment to the Owner's storage location/s in or at the Premises;
 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 in the Premises which is provided by the Hirer meets current safety standards (PAT) and that proof of such compliance is provided to the Owner 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; the Hirer provides any necessary copyright, or any other necessary licences or permissions for the Purpose of Hire;
 8. be present at the Premises for the duration of the Session; and provide overall supervision of the Session;
 9. provide sufficient staff or other personnel to ensure the safe stewarding, overall supervision and management of the Session;
 10. be responsible for any failure to comply with the Purpose of Hire; to acts to supervise, manage, lead and control the Session;
 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 the Premises are left in the same state of Hire;
 13. ensure that those attending the Session for the Purpose of Hire leave in an orderly manner;
 14. at the end of the Session, the Hirer has switched on, shut all water taps, return keys to the Owner or other person designated by the Owner; and turn off hot water that the Hirer has opened, [and] lock all doors [and] comply with any instructions 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, 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
for and on behalf of the Owner]*

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HIRER

Signed by <<Name>>,
the Hirer