S

WHOLE OF PREMISE

HIRER IS INDIVIDUAL)

<<N

:S>>

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

BETWEEN:

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

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

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

Address>>]

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

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

(hereinafter known as the 'Owne

AND

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

(hereinafter known as the 'Hirer'

1. Definitions and Interpreta

In this Agreement, except v shall have the following me

'Agreement' means

Schedu

'Force Majeure' means

'Hire Fee' means

['Hire Rate' means

Schedu Hirer] (

'Premises' means

>>,com classro

areas f

'Purpose of Hire' means

dance/others

nade and dated the <<date>> of

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

ridual not acting as a consumer>>

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

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

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

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

se requires, the following terms

ses Hire Agreement including its

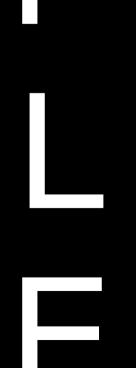
wner's reasonable control;

the Session;

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

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

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



individu

'Session' means

Sessio

'Session Date' means

e start time and finish time on the

emises are hired to the Hirer.

2. Hirer's Confirmation that

- 2.1 The Hirer warrants individual aged at le business and not fo
- 2.2 For the purposes of or profession cal person/organization that are wholly or m

3. Session Booked and exte

The Owner agrees
 Hire, all as provided
 Date.

Session: the perio e.g. 9.00pm>> on the session of the session of

Session Date: [<<i

3.2 The hire for the Puincludes use of the the Premises and attached to Schedu use.

4. Payment of Hire Fee and

- 4.1 The Hirer shall pay
- 4.2 A deposit on account total amount of the account of the amount of the account of the
- 4.3 No booking for the Owner receives the required by Sub-Cla Agreement immedi repay such part if a
- 4.4 The balance of the <<insert number, e.
- 4.5 If the balance of the by Sub-Clause 4.4 Agreement immediate be entitled to retain deposit previously previ

ith this Agreement, they are an ally or mainly for the purposes of a ner purposes.

'means any business, trade, craft, vidual Hirer or by any other umer purposes" means purposes business, craft or profession.

se the Premises for the Purpose of a Session on the following Session

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

o the whole of the Premises and access to the building comprising remises [all as shown in the plan be consideration for that hire and

br non-payment

insert %, e.g. 20%, 30%>> of the ession] **OR** [£ <<insert deposit e date of this Agreement] **OR** [no ter the date of this Agreement] **OR** ore the Session Date].

ed to have been made until the not received in full by the date at any time thereafter cancel this the Hirer [and the Owner shall Hirer has paid by that date].

e due and payable no later than e Session Date.

eceived in full by the date required any time thereafter cancel this the Hirer, and upon doing so shall umber, e.g 40, 60, 80>>%] of the 4.6 Upon cancellation undeposit not retaine any, that the Hirer h

5. Wrongful cancellation by

- 5.1 Except as otherwi cancels this Agre Agreement ("Hirer's
- 5.2 The Hirer shall not paid, the Owner shawill pay to the Opercentage of the booked under this A
 - 5.2.1 <<insert nu
 - 5.2.2 <<insert nur
 - 5.2.3 <<insert nu <<insert nur
 - 5.2.4 <<insert nu number, e.g
- 5.3 Where the Hirer is the total Hire Fee accepts any bookin that booking by the 5.2 but that liability that liability a sum reasonable sum for third party booking. which it is liable und
- 5.4 The amount due u become due and pa

6. Owner's cancellation

- 6.1 Subject to the fol cancellation under to previously paid by special damage de deduction by the O the Owner to the Hi
- 6.2 The Owner may c where it reasonably it will not practicab Session.
- 6.3 The Owner may c where the Hirer is i Owner shall be ent returned by it pursi has begun or been of such amount for
- 6.4 The Owner may ca at least <<insert not reason the Owner of

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

by this Agreement, if the Hirer on shall be in breach of this and the following shall apply.

ny of the deposit, if any, previously and the Hirer will be liable for and ongful cancellation the following he Hire Fee due for the Session

re the cancellation is more than re the Session Date;

ere the cancellation is more than re the Session Date;

re the cancellation is more than efore the Session Date; or

nere the cancellation is <<insert fore the Session Date.

5.2 for any or all of the balance of wrongful cancellation, the Owner ne booked Session and is paid for all remain liable under Sub-Clause ws. The Owner will off-set against ceived from the third party less and by the Owner in obtaining such ad be liable only for the amount for he amount of that off-set.

be, Sub-Clause 5.2 or 5.3, shall notice given by the Owner.

is Clause 6, where there is a will return to the Hirer all amounts reement as a deposit, balance or e payments shall be without any tout any further or other liability of

any time by notice to the Hirer orce Majeure which has occurred, Premises available for the booked

any time by notice to the Hirer provision of this Agreement. The nd deduct from the amount to be the Hire Fee for the Session if it the notice and any amount or part nder Sub-Clause 10.4.

ny time by notice to the Hirer given fore the Session Date. [If for any per of days notice, the notice shall



be effective but th addition to the refu <<e.g. 10, 15, 20>>

7. Hirer's permitted cancella

The Hirer may terminate to Owner commits any mater breach is remediable, fails after the Hirer gives notice Agreement, the Owner shall of the Owne

8. [Payment of special dama

- 8.1. The Hirer must pa before the date o Premises or Owne attending or involv soiling needing red been made until the
- 8.2 The Owner will reparance of any such damage of after the Session has take place, within 7 is depleted by a dinsufficient to meet remainder of that contains the contains t

9. Conditions to be observe

The Hirer undertakes to o and to ensure that all per Schedule C "Hirer" include:

10. Liability

- 10.1 The Owner does n
 any facilities, or ac
 suitable for the Puri
- 10.2 The Hirer acknowled death of any personegligence of the C to Sub-Clause 10.6
 - 10.2.1 responsible access to a Purpose of I
 - 10.2.2 responsible inadequacy exit from an
- 10.3 Subject to Sub-Claidoss of or damage to Premises by the Hi
- 10.4 Subject to Sub-Cla indemnify and kee claims, demands, of financial detriment, Owner (directly or in

of compensation, pay to Hirer in lause 6.1 above, a sum equal to

me by notice to the Owner if the erm of this Agreement and, if such vithin a period of <<e.g. 3>> days o. If the Hirer so terminates this Hire Fee previously paid by it.

y damage by Hirer.

posit of £<<insert figure>> on or ver any loss or damage to the sed by either the Hirer or anyone image" for this purpose includes booking will be deemed to have cial damage deposit in full.

ter deducting the cost of rectifying syment will be made within 7 days it has been cancelled and will not ion occurs. If the damage deposit -Clause 8.2 but the deduction is the damage or loss caused, the r Sub-Clause 10.4.]

provisions set out in Schedule C the Premises also do so, and in

hat any or all of the Premises, or of them, are safe, adequate, or

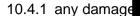
far as any personal injury to or of the Premises is caused by the whom it is responsible, and subject

Premises and other facilities and fe, suitable, and adequate for the

ck of safety or unsuitability or or other facilities or access to or

epts no responsibility or liability for or left or stored in any part/s of the

reby agrees to be liable for and er from and against all actions, es, loss, delay, damages or other arded against or incurred by the



- 10.4.2 any loss of Owner in an
- 10.4.3 any loss of opart/s of the
- 10.4.4 any breach other act or
- 10.4.5 any persona part/s of the the negliger
- 10.4.6 save to the caused by t responsible, the Purpose
- 10.4.7 save to the unsuitability facilities, or
- 10.5 In Sub-Clauses 10 (including employed or involved in any S
- 10.6 Nothing in either th shall exclude or in injury caused by in misrepresentation of law.
- 10.7 [The Owner warrar business.]

11. Insurance

- 11.1 The Hirer, at its own cost, the whole period of hire all insurance as is necessary for liability arising out of a by such items.
- 11.2 The Hirer will at its own maintain in force for the wh Liability Insurance, such in damage, including damage those acting on its behalf and those attending or invesindemnity of at least <<e.g
- 11.3 The Hirer will produce to to and when requested fro demonstrate that the insurrent out and maintain is current.

12. Miscellaneous

12.1 Force Majeure

the Premises by the Hirer;

the Hirer to any property of the

prought into or left or stored in any

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

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

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

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

ludes 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 cannot be limited or excluded by

idual acting for the purposes of a

in in force insurance covering for der this Agreement including such rought to or into the Premises and used whether directly or indirectly

eputable insurance company and Liability Insurance and Third Party or for personal injury and property e acts and omissions of the Hirer, entractors, volunteers and agents, uch insurance must have a limit of cident.]

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

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

12.2 VAT

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

12.3 Assignment

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

12.4 Third Party Rights

The parties agree that a parties arising solely by virtue of the 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 tenancy or other right of other tenant exists between the

12.9 Variation

No variation to this Agreer by or on behalf of the Own

12.10 Law and Jurisdictio

This Agreement shall be go the exclusive jurisdiction of

SCHEDULE A – the Premises

[Note: Insert here a detailed descr

- the access ways to it
- the toilet, kitchen and car
- the access ways to those
- the outdoor areas if any, a

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

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

refore 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.

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

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

e the Premises and it confers no nd no relationship of landlord and

lless agreed in writing and signed

nd any dispute shall be subject to Wales.

Premises, showing

es in or at the Premises

s comprising the Premises.

7

(Single Session)

SCHEDULE B - Hire Rate

[Note to Owner: It is assumed in room/hall or more than one room Premises.]

Hire Rates for the Premises

Monday – Friday Peak Time (after Monday – Friday Off Peak Time [8. Saturday – Sunday Peak Time: £0

SCHEDULE C - Conditions to be

The provisions referred to by Clau

Restrictions/prohibitions

The Hirer will **NOT**:

- 1. use the Premises otherwise
- 2. sublet or share occupation
- 3. use the Premises for any u
- 4. use the Premises for any ir
- 5. **[**use the Premises in any w
- 6. place any signs in, at, or Owner [such consent not to
- 7. [use any equipment in the for<<identify or describe the
- alter, add, interfere with or power or other equipment not instal in or at the Premi
- drive any nail, screw or oth Premises or use any adh Premises without the prior
- bring to or into the Premisheating;
- cause or allow any naked Premises;
- 12. allow any smoking in or at
- bring to or into the Prer beverage;
- 14. cause or allow anything in
- cause any nuisance, distur owners, occupiers or users
- 16. cause or allow any obstruc
- cause or allow any damage
- cause or allow any dama Premises;



Premises may comprise a single the whole, not just part/s, of the

hour

Hire;

- Premises:
- unlawful way:
- immoral way;

the reputation of the Owner];

It the prior written consent of the d or delayed;

rior consent of the Owner [except

furniture, fittings, lighting, heating, ems in or at the Premises and will items:

any wall, floor, or furniture of the tack or equivalent on or in the

al power or energy or any form of

se sticks to be used in or at the

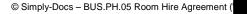
r at the Premises any alcoholic

rise to a health or safety risk;

onvenience to the Owner or to the mises;

exit from the Premises;

quipment or property in or at the



- for health and safety reas persons to be present in or
- 20. sell any books or literature prior consent;
- 21. hold any raffle or other for consent and any necessary
- 22. make any audio or video Premises without the Owne <insert any other restriction</p>

Requirements

The Hirer will:

- keep the Premises clean a Owner's chairs, tables an storage location/s in or at t
- remove from the Premises
- 3. remove from the Premises
- 4. make good any damage ca
- ensure that all electrical e Hirer meets current safety (PAT) and that proof of such
- comply in relation to the P fire and safety regulations
- obtain and comply with entertainment or performing permissions for the Purpos
- 8. be present at the Premises the Session:
- provide sufficient staff or day necessary further super
- be responsible for any fail or run all or any part or asp
- be responsible for the ca attending for or in connecti
- ensure that the Premises a
- ensure that those attending manner;
- at the end of the Session, has switched on, shut all w return keys to the Owner o
- 15. comply with the Owner's relation to the Premises in and safety or noise levels; <<insert any other requiren</p>

maximum of <<insert number>> one time;

the Premises without the Owner's

remises without the Owner's prior

Premises or broadcast from the

k/store safely and neatly all of the e and equipment to the Owner's

tems brought in by the Hirer;

to anything in the Premises;

remises which is provided by the rrent Portable Appliance Testing er [on request];

ole fire and safety regulations][the has received from the Owner];

mises any necessary copyright, any other necessary licences or

and provide overall supervision of

ewarding, overall supervision and

b acts to supervise, manage, lead

any children or vulnerable adults

f Hire;

urpose of Hire leave in an orderly

d turn off hot water that the Hirer sopened, [and] lock all doors [and tructed by the Owner];

instructions from time to time in p, any instruction regarding health



OWNER

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

OR

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

OR

[Signed by <<Name of Charity Tru
Charity Trustee

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

HIRER

Signed by <<Name>>, the Hirer

A

g)