

PREMISES HIRE AGREEMENT

BETWEEN

("Tenant")

and

("Hirer")

THIS WHOLE OF PREMISES HIRE AGREEMENT is made and dated the

BETWEEN:

(1)

(hereinafter known as the Tenant)

AND

(2)

(hereinafter known as the 'Hirer')

1. Definitions and Interpretations

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

Force Majeure means any cause beyond the Tenants control

'Hire Fee'

'Hire Period' means from week commencing 7th September until notice given (inclusive);

'Hire Rate' as previously notified to the Hirer

'Premises' means the whole of the Tenant leasehold premises

'Purpose of Hire' means individuals attending for

'Session' means the period between the start time and finish time on the Session Date. For block bookings of recurring Sessions, it means each period between those same times on each of the Session Dates;

'Session Date' means the date on which the Premises are hired to the Hirer, and for block bookings of recurring Sessions it means the dates of each of those Sessions.

2. Session(s) Booked and extent of Hire

2.1 The Tenant agrees to permits the Hirer to use the Premises for the Purpose of Hire, all as provided by this Agreement, for the following Session(s) on the following Session Date(s).

Session: the period between

Session Date (s):

- 5.2 The Tenant may cancel this Agreement at any time by notice to the Hirer where it reasonably anticipates that due to Force Majeure which has occurred, it will not practicably be able to:
- 5.2.1 make the Premises available for a single booked Session; or
 - 5.2.2 where there is block booking of Sessions, make the Premises available for one or more or all of those booked Sessions.

Conditions to be observed by the Hirer

The Hirer undertakes to observe and perform the provisions set out in Schedule C and to ensure that all persons attending or using the Premises also do so, and in Schedule C "Hirer" includes all of those persons.

6. Liability

- 6.1 The Hirer is solely:
- 6.2.1 responsible to ensure that all of the Premises and other facilities and access to and exit from them are safe, suitable, and adequate for the Purpose of Hire; and
 - 6.2.2 responsible and liable for any lack of safety or unsuitability or inadequacy of, any of the Premises or other facilities or access to or exit from any of them
 - 6.2.3 responsible for risk assessments and ensuring any classes/ activities comply with relevant guidelines (COVID).
- 6.3 The Tenant accepts no responsibility or liability for loss of or damage to any items brought into or left or stored in any part/s of the Premises by the Hirer;
- 6.4 The Hirer hereby agrees to be liable for and indemnify and keep indemnified the Tenant from and against all actions, claims, demands, costs, expenses, liabilities, loss, delay, damages or other financial detriment, brought, made or awarded against or incurred by the Owner (directly or indirectly) arising from:
- 6.4.1 any damage caused to any part/s of the Premises by the Hirer;
 - 6.4.2 any loss of or damage caused by the Hirer to any property of the Tenant in any part/s of the Premises;
 - 6.4.3 any loss of or damage to any items brought into or left or stored in any part/s of the Premises by the Hirer;
 - 6.4.4 any breach or non-performance of this Agreement or any negligent or other act or omission or default or breach of statutory duty by the Hirer;
 - 6.4.5 any personal injury to or death of any person who is in or about any part/s of the Premises for the Purpose of Hire, except where caused by the negligence of the Tenant or any person for whom it is responsible;
 - 6.4.6 save to the extent that Sub Clause 9.4.5 applies and save where caused by the negligence of the Owner or any person for whom it is responsible, any use of any part/s of the Premises (whether or not for the Purpose of Hire) by the Hirer; or
 - 6.4.7 save to the extent that Sub Clause 9.4.5 applies, any lack of safety or unsuitability or inadequacy of any or all of the Premises, or other facilities, or access to or exit from any of them.

6.5 In Sub-Clauses 9.3 and 9.4, "Hirer" includes those acting on its behalf (including employees, contractors, volunteers or agents), or others attending or involved in any Session

Insurance

- 7.1 The Hirer, at its own costs will maintain in force insurance covering the whole Hire Period all its risks and liabilities under this agreement including such insurance as is necessary in respect of any items brought into the Premises and for liability arising out of any defect or accident causes whether directly or indirectly by such items.
- 7.2 The Hirer will at its own cost, obtain from a reputable insurance company and maintain in force for the whole of the Hire Period, Public Liability Insurance and Third Party Liability Insurance, such insurance to cover personal injury and property damage, including damage to the premises and acts and omissions of the Hirer those acting in its behalf including employees, contractors, volunteers and agents and those attending or involved in any session.
- 7.3 The Hirer will produce to the Tenant on the date of this Agreement and thereafter as and when requested from time to time by the Tenant sufficient evidence to demonstrate that the insurance which the Hirer is required by this Agreement to take out and maintain is current and valid, including copies of receipts for premiums paid.

SCHEDULE B – Hire Rate

Hire Rates for the Premises

SCHEDULE C - Conditions to be met by Hirer

The provisions referred to by Clause 8 are as follows.

Restrictions/prohibitions

The Hirer will **NOT**:

- 1. use the Premises otherwise than for the Purpose of Hire;
- 2. sublet or share occupation or use of any or all of the Premises;
- 3. use the Premises for any unlawful purpose or in any unlawful way;
- 4. use the Premises for any immoral purpose or in any immoral way;
- 5. use the Premises in any way which could damage the reputation of the Tenant;
- 6. place any signs in, at, or on the Premises without the prior written consent of the Tenant;
- 7. use any equipment in the Premises without the prior consent of the Tenant
- 8. alter, add, interfere with or remove any of the fixed furniture, fittings, lighting, heating, power or other equipment or appliances or other items in or at the Premises and will not instal in or at the Premises any of the foregoing items;
- 9. drive any nail, screw or other fixing or fastening into any wall, floor, or furniture of the Premises or use any adhesive tape, glue or blue tack or equivalent on or in the Premises without the prior consent of the Owner;

10. bring to or into the Premises any source of electrical power or energy or any form of heating;
11. cause or allow any naked flame, candle or incense sticks to be used in or at the Premises;
12. allow any smoking in or at the Premises;
13. bring to or into the Premises or consume in or at the Premises any alcoholic beverage;
14. cause or allow anything in or at the Premises giving rise to a health or safety risk;
15. cause any nuisance, disturbance, annoyance or inconvenience to the Owner or to the owners, occupiers or users of any neighbouring premises;
16. cause or allow any obstruction to any access into or exit from the Premises;
17. cause or allow any damage to the Premises;
18. cause or allow any damage to any of Owner's equipment or property in or at the Premises;
19. for health and safety reasons, permit more than a maximum of persons to be present in or at the Premises at any one time following the guidelines;
20. sell any books or literature or anything else in or at the Premises without the Owner's prior consent;
21. hold any raffle or other form of lottery in or at the Premises without the Owner's prior consent and any necessary licence;
22. make any audio or video recording in or at the Premises or broadcast from the Premises without the Owner's prior consent;

Requirements

The Hirer will:

1. keep the Premises clean and tidy, and return, stack/store safely and neatly all of the Owner's chairs, tables and other unfixed furniture and equipment to the Owner's storage location/s in or at the Premises;
2. remove from the Premises any rubbish left;
3. remove from the Premises any equipment or other items brought in by the Hirer;
4. make good any damage caused to the Premises or to anything in the Premises;
5. ensure that all electrical equipment used at the Premises which is provided by the Hirer meets current safety standards and has current Portable Appliance Testing (PAT) and that proof of such is provided to the Owner [on request];
6. comply in relation to the Premises with [all applicable fire and safety regulations][the fire and safety regulations a copy of which the Hirer has received from the Owner];
7. obtain and comply with in relation to the Premises any necessary copyright, entertainment or performing rights licences, and any other necessary licences or permissions for the Purpose of Hire;
8. ensure that a competent responsible person authorised by the Hirer to act on its behalf is present at the Premises throughout each Session and provides overall supervision of each Session;

9. provide sufficient staff or others for the running, stewarding, overall supervision and any necessary further supervision of each Session;
10. where the Hirer is not an individual, be responsible for any failure by the individual who the Hirer appoints as overall supervisor;
11. be responsible for the care and safeguarding of any children or vulnerable adults attending for or in connection with a Session;
12. ensure that the Premises are safe for the Purpose of Hire;
13. ensure that those attending the Premises for the Purpose of Hire leave in an orderly manner;
14. at the end of each Session, switch off all lighting and turn off hot water that the Hirer has switched on, shut all windows that the Hirer has opened, [and] lock all doors [and return keys to the Owner or its representative as instructed by the Owner];
15. comply with the Owner's reasonable requests or instructions from time to time in relation to the Premises including, but not limited to, any instruction regarding health and safety or noise levels;
16. comply with cleaning schedules after every session to ensure the unit is 'COVID' safe, in line with the unit policy in place
17. keep a record of all persons entering the building for the use of 'track and trace'
18. comply with the 'COVID safe' policy in place
19. follow all government guidelines relevant for the class/ activity

TENANT

[Signed by

HIRER

[Signed by for and
on behalf of the Hirer]