

STANDARD CONTRACT OF HIRING AGREEMENT

AN AGREEMENT made this day..... between the "The Warminster Athenæum Trust" (The Landlord) of the Athenæum, High Street, Warminster, Wiltshire and "....." (The Hirer), (address).....

WHEREBY IT IS AGREED that the *Hirer* will use the facilities known as the..... at the Athenæum Centre for the Community, for the purposes of..... between the hours of.....and.....on (date)

1. DEFINITIONS AND INTERPRETATIONS

In this agreement, the following expressions have the meanings given in this clause:

- 1.1 Words importing one gender are to be construed as importing any other gender and words importing the singular are to be construed as importing the plural and vice versa.
- 1.2 The clause headings do not form part of the Agreement and must not be taken into account in its constructions or interpretations.
- 1.3 The property is the area and premises included in the Athenæum Centre, 18-20 High Street, Warminster, BA12 9AE.
- 1.4 The communal areas means the rear access yard surrounding the said property, toilet facilities access ways and corridors leading to the areas used by the *Hirer*.
- 1.5 The charge means the sum set out in Schedule 1 of this Agreement and any amendment to that sum subsequently agreed between the parties.

IT IS THEREFORE FURTHER AGREED AS FOLLOWS:

2. THE LANDLORD AGREES TO ALLOW THE *HIRER* THE FOLLOWING USAGE OF THE PROPERTY

- 2.1 The *Hirer* will have exclusive and uninterrupted use of the areas for the period of the attendance, allowing reasonable time before and after the meeting times for setting up and clearing away.

3. THE CHARGE

- 3.1 The charge set out in Schedule 1 of this agreement is to be paid **in advance** without deduction on the date of signing this agreement.
- 3.2 On termination of the agreement any charge previously paid in respect of any period falling after the date of termination shall be repaid to the *Hirer* immediately.
- 3.3 Neither the payment of any charge, nor any demand for payment of it, nor the fact that the amount of the charge is calculated by reference to a period, is to create or cause the agreement to become a periodic or permanent tenancy.

4. THE *HIRERS* OBLIGATIONS

- 4.1 To pay the charge in advance in accordance with Clause 3.1 above.
- 4.2 To use the premises only for the permitted purposes.
- 4.3 To ensure that at the end of each period of usage any areas used are clear of all materials and appurtenances relating to the *Hirer's* usage and to leave them clean and tidy.
- 4.4 To ensure that nothing is done during the *Hirer's* period of usage that contravenes any requirements of the Health and Safety or Fire Regulations.
- 4.5 At the end of the *Hirer's* period to leave the premises and any other areas used by the *Hirer* in a clean and tidy condition and free of the *Hirer's* furniture, equipment and chattels.
- 4.6 Not to make any alteration or addition to the premises without the permission of the *Landlord*.
- 4.7 Not to cause any nuisance to the *Landlord*, to other users of the property, or to any adjoining owner or occupiers.

The Warminster Athenæum Trust

(Registered Charity 1086353)

- 4.8 Not to bring into the Property or store any dangerous, flammable or other material likely to create a hazard.
- 4.9 Not to assign, sub-let, charge, part with possession of, or otherwise dispose of the premises or any part thereof.
- 4.10 Not to permit the premises or any part of the premises to be occupied by any person other than the *Hirer*.
- 4.11 To indemnify the *Landlord* and keep the *Landlord* indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability arising in any way from this agreement or any breach of any of the *Hirer's* undertakings contained in this clause or the exercise of purported exercise of any of the rights given.
- 4.12 To ensure that any equipment, properties and other materials and items are selected and kept in a manner that does not contravene any requirements of the Health and Safety Regulations, and are fit for the purpose of such activity.
- 4.13 Not to use any electrical heating appliances except in the case of failure of the fitted heating system, and with the express approval of the *Landlord*
- 4.14 To return any keys provided by the *Landlord* for the *Hirer's* direct access to the building and the areas under this hire agreement.
- 4.15 To abide by the Standard Conditions for Hire relating to the property, the schedule of Special Conditions (Theatrical Hiring's) and the Athenaeum Child Protection Policy.
- 4.16 To conform to all the relevant legislation that is required by law to operate as a provider of services pertaining to all practices, particularly where this may include children.
- 4.17 To provide insurance cover for any activity related to the intended usage of the building, and to provide the *landlord* with a copy of the schedules of cover.

5. THE LANDLORDS OBLIGATION

- 5.1 The *Landlord* undertakes to permit the *Hirer* free access to and usage of the relevant parts of the property.
- 5.2 The *Landlord* undertakes to ensure that the premises and communal areas are heated, and lit with appropriate lighting.
- 5.3 The *Landlord* undertakes to ensure that the premises are clear of any obstruction, rubbish or other materials when they are required to be used by the *Hirer*
- 5.4 The *Landlord* undertakes to ensure that the communal areas and access ways are free of obstruction and conform to the necessary requirements and regulations of Healthy and Safety and other Authorities.
- 5.5 The *Landlord* undertakes to hold an insurance policy that covers public liability relevant only to general access into and around the building, and not to any special activities.

6. TERMINATION OF AGREEMENT

This agreement may be terminated by either party at anytime upon giving notice in writing to the other party.

IN WITNESS whereof the parties have hereunto signed their names

Signed by on behalf of the *Landlord* Dated on

.....

Signed by on behalf of the *Hirer* Dated on

.....

SCHEDULE 1

For the usage set out in the Agreement the hiring charge of £..... will be payable in advance

The rate will be based upon £ per session for the and

£ per session for the