

**Hiring Agreement  
For Premises at Seaton Valley Federation  
Terms and Conditions**

**1. About these terms and conditions**

- 1.1. Where these terms and conditions apply
- 1.2. What comprises the Hiring Agreement between the Federation and the Hirer in relation to a particular hire

These apply to a relevant hire of Premises by the Hirer from the Federation as these are named in a relevant Hiring Form

Only the following (in order of priority if there is any inconsistency):

- The relevant Hiring Form; and
- These terms and conditions.

No other document, statement or other communication forms part of the Hiring Agreement

**Obligations of the Federation**

- 1.3. The Federation's obligations in relation to the hire

The Federation must do all of the following for the duration of the hire as indicated in the Hiring Form:

- Give to the Hirer use of the Hired Premises.
- Give the Hirer appropriate access to the Site to enable access to the Hired Premises.
- Not interfere with the Hirer's quiet possession of the Hired Premises, except to the extent permitted in the Hiring Agreement and/or according to Law.
- Provide the relevant equipment, materials, additional services etc. (if any) as indicated in the Hiring Form.

**No set off**

- 1.4. Whether either party has any right of set off, counterclaim, deduction (or anything similar to any of these) against the other party in connection with the Hire Agreement

- No.
- All such rights of the parties (whether arising in law, equity or otherwise) are waived to the fullest extent permitted by Law.

**About the Hired Premises**

- 1.5. Whether the Federation gives the Hirer any promises about the suitability or condition of the Hired Premises and/or any other goods and/or services which the Federation provides the Hirer or anyone else connection with the Hire Agreement

- The only promises are that the Hired Premises and/or any such other goods and/or services are safe according to the requirements of the Law and fit for human use.
- The Federation gives the Hirer no other promises that any of the above are fit for any other purposes, whether or not those purposes are described in the Hiring Form.
- This does not affect the Hirer's rights if he/she is a consumer.

**Ownership**

- 1.6. Who retains overall ownership, control, and management of the Hired Premises

- The Federation, not the Hirer.
- Nothing in the Hiring Agreement gives the Hirer or anyone else other than the Federation any property-related interest (e.g. any lease) in any part of the Hired Premises.

**About the Hirer's use of the Hired Premises**

- 1.7. Purpose of use of the Premises

The Hirer **must not use** the Premises in any of the following ways (these are to be read independently):

- For any purpose that is not reasonably incidental to the purpose of use indicated in the Hiring Form.
- For any unlawful activity.
- For any purpose for which the Hired Premises are not ordinarily intended.
- Inconsistently with any reasonable and sufficiently communicated instructions of the Federation regarding

	<p>such use, whether relating to health and safety, security or any other relevant matter.</p> <ul style="list-style-type: none"> <li>• In any way that in the reasonable opinion of the Federation <ul style="list-style-type: none"> <li>– Is unprofessional or discourteous.</li> <li>– Is unreasonably dangerous, having regard to the purposes permitted in the Hiring Form.</li> <li>– Creates an unreasonable risk of loss, damage (or other serious adverse consequence) to any property of the Federation and/or its Affiliates.</li> <li>– Creates any unreasonable disturbances, nuisance or other serious harm to Federation Personnel, to other users of the Site, and/or to any neighbours or users of the surrounding area.</li> <li>– Would bring serious unfavourable publicity to the Federation, and/or would bring its good name into disrepute by association with the relevant activity.</li> <li>– Would cause the Federation to breach any Law and/or any duty which it owes third parties.</li> </ul> </li> </ul>
1.8. Right of the Hirer to make any modifications, alterations, additions etc. to the Hired Premises and/or any other property of the Federation	<ul style="list-style-type: none"> <li>• No right to do so without the prior written consent of the Federation.</li> <li>• Any fixed attachments which the Hirer makes to the Hired Premises shall belong to the Federation at the end of the hire, unless the parties otherwise agree in writing.</li> </ul>
1.9. If the Hirer permits any <b>other person to use</b> the Premises in connection with the Hiring Agreement	<ul style="list-style-type: none"> <li>• The Hirer must ensure that person does not do anything that would breach the Hiring Agreement if done by the Hirer directly.</li> <li>• The Hirer and the Federation shall regard any act (or failure to act) by that other person in connection with such use as if it were an act (or failure to act) by the Hirer directly.</li> <li>• None of the above limits the rights of the Federation against that other person.</li> </ul>
1.10. Who has a right to use the Hired Premises and any relevant equipment and/or materials in connection with the Hiring Agreement	The Hirer and each individual whom the Hirer reasonably invites for the relevant purposes.
1.11. Right of the Federation to refuse access to the Hired Premises and/or to immediately remove from the Hired Premises <ul style="list-style-type: none"> <li>• The Hirer; or</li> <li>• Any other individual connected with the Hirer who is accessing the Hired Premises in connection with the Hiring Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• The Federation may do so with reasonable grounds (e.g. serious misconduct, under the influence of drugs and/or alcohol, repeated non-compliance with the Federation's reasonable instructions etc.).</li> <li>• The Federation may regard it as an event of default of the Hirer for the purposes of item 9.3.</li> </ul>
1.12. Smoking	The Hirer must not smoke when at the Premises and the Site.
1.13. Consumption of alcohol	The Hirer must not consume alcohol when at the Premises and the Site.
1.14. Recordings etc.	The Hirer must comply with the Federation's photographic and video policy to the extent it is published at the time on the Federation's website.
1.15. Right of the Hirer to leave separate property at the Hired Premises or elsewhere at the Site overnight during the Hire	<p>Only with prior arrangement with the Federation, in writing.</p> <ul style="list-style-type: none"> <li>• <b>If the Hirer has made any additional payment to the Federation for the care of such property:</b> the Federation's obligations in relation to the care of that property is limited to standards of reasonable skill and care.</li> <li>• <b>If no such additional payment to the Federation for the care of such property (whether or not such prior arrangement has been made):</b> the Federation accepts no duty of care to the Hirer or anyone else in relation to that property.</li> </ul> <p>In any case, the Federation accepts no liability to the Hirer or anyone else in relation to property left at the Hired Premises (or at the Site) by the Hirer or anyone acting on the Hirer's behalf <b>after the end of the hire</b>. The Federation may deal with</p>

such property in any way it wishes, without being required to inform the Hirer or anyone else

## Liability

1.16. **Cap on the liabilities of the Federation** in relation to the Hiring Agreement

- To cover all such liabilities, whether arising in tort, contract or otherwise
- This only applies if the Hirer is **not** a consumer for purposes of relevant Law
- The parties agree this is reasonable given the circumstances (e.g. the low Hire Charges, the low-risk nature of the hire)

1.17. The liability of a party ('X') to the other party ('Y') in relation to the Hiring Agreement is **excluded** in relation to all of the following:

- To cover all such liabilities, whether arising in tort, contract or otherwise
- If X is the Federation, this only applies if the Hirer is **not** a consumer for purposes of relevant Law

1.18. Indemnity given by the Hirer

1.19. Where caps and exclusions of liability in the Hire Agreement DO NOT apply to the liability of a party ('X') to the other party ('Y')

All of these

To a refund of Charges paid in relation to the Hiring Agreement.

Any act (or non-action) by X in connection with the hire which is significantly in compliance with Y's instructions.

- Y's indirect or consequential or special loss or damage.
- **Where Y is the Hirer:** Y's loss of profits, revenue, opportunity or savings (whether any of these are actual or anticipated).

- The Hirer must indemnify (and keep indemnified) the Federation and its Affiliates for their respective costs, losses and damage (including penalties, fines and legal costs) incurred as a result of any third party claim made or threatened against any of them respectively in connection with the Hirer's use of the Hired Premises and/or the Site under the Hire Agreement.
- The above indemnity does not apply to the extent either of the following applies
  - Such costs, losses and damage are the result of any act or negligent failure to act by the Federation and/or its agents.
  - The actions or inactions of the Hirer which result in such costs, losses and damage are in compliance with the Hire Agreement and/or the instructions of the Federation.

- X's liability for death or personal injury caused by X's negligence.
- X's liability for fraudulent misrepresentation.
- Any other liability of X to Y to the extent X's liability to Y cannot be excluded by Law (in particular, the Federation's liability to the Hirer if the Hirer is a consumer according to Law).
- **If X is the Hirer:** its liability for the indemnity in item 7.3.
- X's liability to pay or refund Hire Charges as required under the Hiring Agreement.

## Force majeure

1.20. If the Federation is unable to carry out any of its obligations under item 2.1 due to circumstances outside the Federation's reasonable control

The Federation shall not be liable to the Hirer for breach of this Hiring Agreement for failing to carry out any of those obligations in those circumstances.

In such circumstances, the Hirer shall only have either of the following options:

- To reschedule the affected hiring of the relevant Hired Premises to another mutually acceptable time; or
- To cancel the Hiring Agreement (or if the Hiring Agreement relates to multiple bookings, only the affected booking) no later than **48 hours** after the Federation has first communicated the issue to the Hirer. If the Hirer cancels, the Federation's sole liability to the Hirer shall be to refund the to the Hirer the Hire Charges which the Hirer has paid. If the Hirer has used any of the relevant Hired Premises for part of the duration of the Hiring Agreement,

the refund shall be pro-rated fairly to represent the unused portion of the Hiring Agreement.

## Cancellation arrangements

### 1.21. Rights of the **Hirer to cancel the Hiring Agreement without fault of the Federation**

Indicate whether the Hirer may cancel the hire, and if so

- Procedure to do so
- Notice period
- Arrangements regarding Hire Charges if the Hirer cancels (e.g. any liability of the Hirer to pay further Hire Charges, liability of the Federation to refund any prepaid Hire Charges)

### 1.22. Right of either party ('X') to cancel the Hiring Agreement **due to the fault** of the other party ('Y')

### 1.23. Events of default of Y for the purposes of item 9.2

Any of these, to be read independently

### 1.24. How a party cancels the Hiring Agreement if it wishes to do so under this section 9

- Only as indicated in the Hiring Form; or
- In the circumstances described in section 8 relating to force majeure events, in which case item 8.1 indicates the liability of the Federation to pay the Hirer refunds of the Hire Charges.

X may do so if and for as long as an event of default applies to Y according to item 9.3.

In these circumstances:

- **If Y is the Hirer:** the Federation's cancellation does not in itself affect the liability of the Hirer to pay any outstanding Hire Charges.
- **If Y is the Federation:** the Federation shall be liable to refund to the Hirer the Hire Charges which the Hirer has paid. If the Hirer has satisfactorily used any of the relevant Hired Premises for part of the duration of the Hiring Agreement, the refund shall be pro-rated fairly to represent the unused portion of the Hiring Agreement.

- Y's significant breach of the Hiring Agreement which cannot reasonably be fixed by Y.
- Y's significant breach of the Hiring Agreement which can reasonably be fixed by Y but which Y has not fixed to X's reasonable satisfaction after more than **7 days** of X's written request to do so.
- **Where Y is the Hirer** (any of the following):
  - Any Hire Charges remain overdue for more than 7 days.
  - The Hirer (if an individual) dies or becomes bankrupt or (if not an individual) is subject to a resolution or court order for its dissolution, winding up (or equivalent) except as a result of a genuine solvent reconstruction.
  - Any serious and/or persistent misconduct by the Hirer in relation to use of the Hired Premises and/or access to the Site where any such use or access is connected with the hire.
  - If the circumstances described in item 6.5 apply to the Hirer.
  - If the Hirer cannot reasonably demonstrate to the Federation's reasonable satisfaction that the Hirer has in place the insurance cover (if any) required in the Hiring Form.

- By communicating the cancellation to the other party in writing.
- There are no formalities required to the communication.
- Any such communication **by e-mail** by the Hirer to the Federation must be to an e-mail address which the Federation has indicated to the Hirer should be used for communications.

## At the end of the hire

### 1.25. Obligations of the Hirer at the end of the Hiring Agreement (or if there is a block booking, at end of each booking)

- The Hirer must leave the Premises in a clean and tidy manner, with all rubbish of the Hirer removed.
- The Hirer must remove all of the Hirer's possessions from the Hired Premises. The Federation is not responsible to

any person for any such possessions left at the Hired Premises (or at the Site) after the end of the Hiring Agreement.

- The Hirer must return to the Federation any and all property of the Federation which the Federation has made available to the Hirer in connection with the Hiring Agreement, except by prior arrangement.

## Other topics

### Relationship between the parties

- 1.26. Relationship between the parties created by the Hiring Agreement

Only a relationship of owner and hirer of the Hired Premises.

This Agreement does not create any of the following relationships between the parties and/or their Affiliates

- A partnership
- A landlord-tenant relationship
- A principal-agent relationship

### Assignment, novation

- 1.27. Assignment

The Hirer must not assign the Hirer's rights, entitlements, benefits, powers or anything similar to any of these in connection with the Hiring Agreement **except** with the prior written consent of the Federation, not to be unreasonably withheld.

### Entire agreement

- 1.28. Entire agreement

- The terms and conditions of the Hiring Agreement described in item 1.2 comprise the entire agreement between the parties on the subject matter of the Hiring Agreement. No other material forms part of it.
- Any previous agreements entered between the parties on the subject matter of the Hiring Agreement are fully extinguished immediately when the Hiring Agreement is entered.
- A statement, warranty, representation, opinion or prediction or prediction made by a party in connection with this Hiring Agreement does not form part of the Hiring Agreement **except** to the extent it is contained or implied by Law into the Hiring Agreement. This does not exclude liability for fraudulent misrepresentation or anything else where exclusion of liability is not permitted.

### Third party rights

- 1.29. Rights of third parties with rights under the Hiring Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999

- The rights of the following third parties to directly enforce such rights, powers or anything similar under the Hiring Agreement (under that Act) are **RETAINED**: any Affiliate of the Federation.
- All other rights of third parties under the Act are excluded to the fullest extent permitted by Law.

### Amendment

- 1.30. How the Hiring Agreement is to be validly amended  
(only in the following way is valid)

- By agreement in writing between the Federation and the Hirer.
- The relevant document must clearly indicate an intention to amend the Hiring Agreement.
- The relevant document must be authorised by a person who has (or it is reasonable for the other party to believe, without making further checks, that the relevant person has) appropriate authority to amend the Hiring Agreement on behalf of that party.
- If no consideration is indicated in the relevant document: the parties shall pay each other £1.00 as consideration, which they consider sufficient consideration.

### Governing law and jurisdiction

- 1.31. The law under which the Hiring Agreement is to be interpreted and generally governed

English law.

1.32. Jurisdiction to exclusively apply to disputes arising in connection with the Hiring Agreement

English courts.
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**Definitions**

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in the Hiring Agreement), the following capitalised words or expressions shall have the following meaning when used in the Hiring Agreement (a word or expression not defined below shall be defined according to 1) if there is a common meaning according to industry or trade, it shall have that meaning, or otherwise 2) it shall have the meaning given in the Oxford English Dictionary)

Defined term	Definition
<b>Affiliate</b>	<ul style="list-style-type: none"> <li>In relation to a person, any other entity which controls that person, is controlled by that person or is under the same common underlying control as of that person.</li> <li>A person ('X') will be regarded as having 'control' over another person ('Y') if X alone (and without being subject to the further direction of any other person) directly or indirectly possesses the power (whether by the direct or indirect holding of voting shares or otherwise) to direct the management and policies of Y on all matters.</li> </ul>
<b>Business Day</b>	Any day except a Saturday, Sunday or any official bank or public holiday in England.
<b>Hire Charges</b>	The charges which the Hirer is liable to pay the Federation according to the Hiring Form.
<b>Hired Premises</b>	The premises which the Hirer is to hire from the Federation as indicated in the Hiring Form.
<b>Hiring Agreement</b>	The agreement for the hire of the Hired Premises on the terms indicated in item 1.2 of these terms and conditions.
<b>Hiring Form</b>	The form cross-referencing these terms and conditions and setting out the specific agreement between the Federation and the Hirer in relation to the Hiring Agreement.
<b>Law</b>	<p>Any of the following applicable to a party from time to time (to be read independently)</p> <ul style="list-style-type: none"> <li>Any statute, regulation, by-law, order, subordinate legislation or anything similar to any of these.</li> <li>Any directive or other European instrument (to the extent it is binding on the party)</li> <li>Any treaty</li> <li>Any judgement, rule of common law or equity</li> <li>Any order of a competent court, tribunal, arbitrator or anything similar to any of these</li> <li>Any permit, permission (e.g. planning permission) consent, licence, statutory agreement and authorisation (or anything similar to any of these) required by law and affecting the relevant person and its activities in connection with this Agreement from time to time.</li> <li>Any guidance or anything similar issued by authorised government bodies (whether legally binding or not)</li> <li>Anything else imposed by any governmental body (in its capacity as such) having a legally binding effect at the time on the respective activities of any party in connection with this Agreement.</li> </ul>
<b>Personnel</b>	In relation to a party or its contractors or other agents: any individual genuinely appointed or otherwise engaged by that firm or other organisation as an officer, employee, worker, consultant, trustee, elected member, member of any partnership, agent, intern, seconded person, volunteer, adviser or contractor (or anything similar to these).
<b>Site</b>	The site at which the Hired Premises forms part, if relevant.

**Interpretation**

1.33. The parties agree to interpret the Hiring Agreement as follows

- Except to the extent
- The context otherwise requires
- The parties otherwise agree in writing; and/or
- Otherwise indicated elsewhere in the Hiring Agreement

1.34. Headings

Headings do not affect the interpretation of the Hiring Agreement.
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1.35. Reference to a party

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| <ul style="list-style-type: none"> <li>Reference to any party is a reference to a party to the Hiring Agreement.</li> <li>It includes reference to that party's successors in title and permitted assignees.</li> </ul> |
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1.36. Definitions

If a word or phrase is defined in the Hiring Agreement, its other grammatical forms have a corresponding meaning.
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1.37. Statutes, codes etc.	Reference in the Hiring Agreement to any statute, code or the like includes reference to any amending, replacing, modifying or consolidating statute, code or the like on substantially similar subject matter.
1.38. 'In writing'	<ul style="list-style-type: none"> <li>• Use of the expression 'in writing' (or a similar word) includes (but is not limited to) an e-mail or facsimile message or any other methods of representing words in a visible form.</li> <li>• It does not include communication by telephone text messages or communication via a social media site (or the like of any of these).</li> </ul>
1.39. 'Including'	<ul style="list-style-type: none"> <li>• Use of the word 'including', 'in particular', 'for example' (or a similar words or expressions) at the commencement of a list to illustrate a particular concept does not limit that concept in any way.</li> <li>• Use of the abbreviation 'etc.' at the end of a list to illustrate a particular concept does not limit that concept in any way.</li> </ul>
1.40. Items etc.	Reference in this agreement to items, sections, schedules, appendices or annexures is reference to those in the Hiring Agreement.
1.41. Other references in the Hiring Agreement	<ul style="list-style-type: none"> <li>• Reference to one gender refers to all genders</li> <li>• Reference to the singular includes the plural and vice versa</li> <li>• Reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.</li> </ul>