King's Lynn Preservation Trust - Thoresby College Hall Hiring Agreement

V2.0/Stand/Feb22

Dated	DO NOT DATE UNTIL SIGNED OFF BY KLPT PLEASE PRINT THIS FORM, WRITE ON INFO AND PDF BY EMAIL
Parties	[1] King's Lynn Preservation Trust [2] (Hirer)

(1) The King's Lynn Preservation Trust (KLPT) named in clause 1.2
(2) The person or organisation named in clause 1.3 ("Hirer")
IT IS HEARBY DECLARED AND AGREED as follows

1.0 In consideration of the hire fee described in clause 1.4, the KLPT agrees to permit the Hirer to use the premises described in clause 1.1 [d] to [h] for the purpose described in clause 1.5 for the period(s) described in clause 1.1. This Hiring Agreement includes the annexed **Standard Conditions of Hire**.

1.1		(1)	(2)	(3)	(4)	OFFICE USE; Available Check ? Rates /hr
[a]	**Hire Date(s) required:** (Day / Month / Year)					
[b]	**No of Hours:**					
[c]	**From:**					
	To:					
[d]	**Great Hall:** (Tick if Reqd)					
[e]	**Lower Hall:** (Tick if Reqd)					
[f]	**Kitchen use required:**	**Y / N**	**Y / N**	**Y / N**	**Y / N**	
[g]	Looped Hearing system reqd	**Y / N**	**Y / N**	**Y / N**	**Y / N**	
[h]	Storage of equipment reqd ?	**Y / N**	**Y / N**	**Y / N**	**Y / N**	

1.2	**King's Lynn Preservation Trust (KLPT)**	
(a)	Registered Society No	* 15247R
(b)	Authorised Agent of KLPT	LANDLES Blackfriars Chambers, Blackfriars Street, King's Lynn PE30 1NY Tel: 01553 772816 Email: info@landles.co.uk
1.3	**Hirer:** (a) Name	
(b)	Organisation	
(c)	Name of Organisation's Authorised Representative	
(d)	Address	
(e)	Telephone No.s	Landline: Mobile:
(f)	Email address	
1.4	**Hire Fee Total**	£
	Payable on or before the conclusion of the event for which the premises are hired. DEPOSIT; in some circumstances a Deposit may be required.	
	Commercial Use?	No / Yes (Please note we are unable to accommodate political or lobbying groups or meetings by commercial organisations or business activities.)

Thoresby College is held on strict trust. The Board is bound to ensure that the Hall is administered in accordance with those trusts. Accordingly the KLPT is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days notice in writing to the Hirer in the event of the Hall being required on the same date / time for the fulfilment of its charitable purposes. In the event of such termination by the KLPT, the KLPT shall refund to the Hirer all monies paid by the Hirer to the KLPT. The KLPT shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

PLEASE NOTE: There is NO onsite parking available at the venue. The Hirer AGREES that they will not park any vehicles on site and will inform all their visitors not to park on site.

1.5	**Purpose / Description of Hiring**		
a.	*Use Description: Society / Charity / Community / Business In-Home*		
b.	Will tickets be sold for your event?	Yes / No	
c.	Is food to be provided at the event?	Yes / No	If you engage a professional caterer then please supply a copy of their organisation's Public Liability Insurance with this form - ☐
2.0	The KLPT does not have a Premises Licence authorising regulated entertainment and licensable activities.		
2.1	Will alcohol be available at your event?	Yes / No	
	If you answer **yes** to the above question, you will need to seek written permission from the KLPT by completing the appropriate forms.		
2.2	The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers / performers.		
	Great Hall	Standard 56	
	Lower Hall	Standard 18	
2.3	The Hall does **not** have a licence:-		
	• with the Performing Right Society for the performance of copyright music		
	• from Phonographic Performance Licence (PPL)		
2.4	In order to hold a licensable activity on the premises or on part of the premises not covered by the Hall's Premises Licence or where the KLPT does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licencing authority. The Hirer shall obtain the written consent of the KLPT on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the KLPT and local voluntary organisations.		
3.0	The Hirer agrees with KLPT to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.		
4.0	It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions and any additional conditions imposed under the Premises Licence (2.1) or that the KLPT deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the KLPT and the Hirer.		
5.0	None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to the Agreement.		
6.0	**Trustee limitation of liability** THE LIABILITY OF THE TRUSTEES IN THE HIRE AGREEMENT TO WHICH THESE STANDARD CONDITIONS (AND ANY SPECIAL CONDITIONS) OF HALL HIRE REFER SHALL BE LIMITED TO THE ASSETS OF THE TRUST. The Trustees enter into and perform this agreement and the transactions it contemplates only as Trustees of that Trust, except where expressly stated otherwise. This applies to any past and future conduct, including omissions, relating to this agreement or those transactions. Under and in connection with this agreement and those transactions and conduct the Trustees liability, including for negligence, is limited to the extent it can be satisfied from the assets of the Trust and trustees need not pay any such liability out of other assets. It is expressly understood and agreed by the parties hereto that; [a] this agreement is executed and delivered by the Trustees, not individually or personally but solely as Trustees of the Trust in the exercise of the powers and authority vested in it [b] each of the representations, undertakings and agreements herein, made on the part of the Trust is made and intended NOT AS PERSONAL representations, undertakings and agreements by the Trustees but IS MADE AND INTENDED FOR THE PURPOSES OF BINDING ONLY THE TRUST [c] nothing herein shall be construed as creating any liability on the Trustees individually or personally to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties to this agreement and by any person claiming by, through or under them, and [d] under no circumstances shall the Trustees be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaking by the Trust under this agreement or any related documents.		
	As witness the hands of the parties here to:		
	Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable, the **Hirer:** *****		
	Signed by the person named at 1.2(b) above, duly authorised, on behalf of the **King's Lynn Preservation Trust: ***		

The Founded 1958 King's Lynn Preservation Trust