

These standard conditions apply to all hiring of the Thoresby College Hall/s. If the Hirer is in any doubt as to the meaning of the following, the KLPT Agent should immediately be consulted.

1. **Age** The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.
2. **Supervision** The Hirer shall, during the period of the hiring, be responsible for; supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including prevention of car parking on KLPT premises (not available). As directed by the Agents, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.
3. **Use of Premises** The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written consent. The Hirer shall not use the premises for commercial activities, any sporting activity or any political or lobbying meeting. The Hirer shall not use the premises in any way that is outside of the permitted uses under the Trusts Public Liability Insurance.
4. **Minimum Booking** The minimum hire agreement period is 2 hours.
5. **Hire Hours** The Hall/s are available 9am – 10.30pm Monday to Saturday. Please allow ample time in your booking slot for PREPARATION and CLEANING UP after your event. (NB See SPECIAL CONDITIONS (SC) of Hire during Covid 19).
6. **Gaming, Betting and Lotteries** The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting or lotteries.
7. **Licensable Activities** If any licences are required in respect of any activity in the Hall/s the Hirer should ensure that they hold the relevant licence having first consulted with the Agent. (The KLPT does not hold licences for alcohol, music or dancing).
8. **Public Safety Compliance** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Hall's Health and Safety Policy, which is available to all hirers and located in the kitchen -
 - (a) The Hirer acknowledges that they have received instruction in the following matters:
 - The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - (b) In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
9. **Means of Escape**
 - (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
 - (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
10. **Outbreaks of Fire** The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Board of Trustees of KLPT via their Agent.
11. **Health and Hygiene** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer. If the Hirer engages

professional caterers then the Hirer will supply a copy, with the Hiring Agreement Form, of that caterer's current Public and Products Liability Insurance.

12. **Electrical Appliance Safety** The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer **must** make use of it in the interests of public safety.

13. **Insurance and Indemnity**

- (a) The Hirer shall be liable for;
 - (i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises arising as a result of the use of the premises by the Hirer.
 - (ii) All claims, losses, damages and costs made against or incurred by the KLPT Board, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.
 - (iii) All claims, losses, damages and costs made against or incurred by the KLPT Board, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the KLPT Board and the KLPT Board's employees, volunteers, agents and invitees against such liabilities.
- (b) The KLPT Board shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The KLPT Board shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the KLPT Board and the KLPT Board employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) Where the KLPT Board does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Agent. Failure to produce such policy and evidence of cover will render the hiring void and enable the Agent to rehire the premises to another hirer.
The KLPT Board is insured against any claims arising out of its **own** negligence.

14. **Accidents and Dangerous Occurrences** The Hirer must report all accidents involving injury to the public to the Caretaker **as soon as possible** and complete the relevant section in the KLPT Board accident book. Any failure of equipment belonging to the KLPT or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Caretaker will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways;

- Telephone: 0845 300 9923
- Facsimile: 0845 300 9924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly CF83 3GG

15. **Explosives and Flammable Substances** The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters. No candles are to be used in the hall without prior permission of the management committee, with the exception of cake candles.

16. **Heating** The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

17. **Drunk and Disorderly Behaviour and Supply of Illegal Drugs** The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

18. **Animals** The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises.

19. **Film Shows** Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

20. **Cancellation** If the Hirer wishes to cancel the booking before the date of the event and the KLPT / Agent is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the KLPT / Agent. The KLPT / Agent reserves the right to cancel this hiring by written notice to the Hirer in the event of;

- (a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
 - (b) The KLPT Board / Agent reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
 - (c) The premises becoming unfit for the use intended by the Hirer.
 - (d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- In any such event the Hirer shall be entitled to a refund of any deposit already paid, but the KLPT / Agent shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. **End of Hire** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents, temporarily removed from their usual positions properly replaced, otherwise the KLPT/ Agent shall be at liberty to make an additional charge. All non-recyclable rubbish must be removed by the Hirer, or an additional charge will be made for disposal. Keys should be returned within 48 hours after the end of the hire period.
22. **Noise** The Hirer shall ensure that the minimum of noise is made on arrival and departure and also during the course of the event, particularly late at night and early in the morning. Keeping doors and windows closed will help to keep noise contained within the Hall. The KLPT / Agent reserves the right to withhold deposits in cases of unreasonable disturbance.
23. **Stored Equipment** The KLPT / Agent accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. The KLPT / Agent may, use its discretion in any of the following circumstances;
 - (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
 - (b) Failure by the Hirer to dispose of any property brought on to the premises for the purpose of the hiring. This may result in the KLPT / Agent disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.
24. **No Alterations** No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Agent. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Agent remain in the premises, at the end of the hiring. It will become the property of the KLPT unless removed by the Hirer who must make good to the satisfaction of the Agent, or if any damage caused to the premises by such removal.
25. **No Rights** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
26. **Dangerous / Unsuitable Performances** Performances involving danger to the public or of a sexually explicit nature are forbidden.
27. **Smoking** All areas internal and external at The Thoresby College premises are strictly **non smoking**.
The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises by the Hirer and / or the KLPT Board / Agent.
28. **No Parking On Premises** There are **no** on site parking facilities at Thoresby College. There is adjacent public parking on the Quay. Arrangements can be made via the Caretaker for temporary loading / unloading. The Hirer will ensure that no parking takes place in the Thoresby College private car park, this is let on licences. If the Hirer allows unauthorised parking in the Thoresby College private car park they agree to pay a surcharge of £100 per space of unauthorised parking. **THIS CONDITION IS NON NEGOTIABLE.**
29. These Terms and Conditions of Hire may periodically be subject to SPECIAL CONDITIONS of hire during Covid 19 safe practices legislation. The Hirer hereby agrees to abide by any Special Conditions appended to the Standard Conditions of Hire.
30. **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.

King's Lynn Preservation Trust – Thoresby College

SPECIAL CONDITIONS (SC) OF HALL HIRE DURING COVID 19
- Refer to Agent if applicable

