

# WHITTINGTON CASTLE PRESERVATION TRUST

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## HIRING AGREEMENT FOR WHITTINGTON CASTLE SITE & BUILDINGS

THIS AGREEMENT is made on .....(*insert date*), between Whittington Castle Preservation Trust, hereinafter called The Trust, and the Hirer named below whereby in consideration of the sum/s mentioned in paragraph 4 below:

A. THE TRUST agrees to permit the Hirer to use that part of the premises designated in paragraph 3 for the purposes, period/s and at the fee described below, namely:

1 Purpose of Hiring: .....

2 Period of Hiring

Date/s ..... Hours from ..... to .....

3 Description of rooms/areas .....

and facilities to be hired .....

4 Hiring Fee                      £ .....

Less deposit received        £ .....

Balance                         £ ..... payable on or before .....

5 The Trust's authorised official: .....

Address: .....

..... Telephone No: .....

B. THE HIRER agrees to observe and perform the provisions and stipulations contained or referred to in the Trust's Standard Conditions of Hire for the time being in force and as annexed hereto.

6 Hirer

Organisation (if applicable) .....

Name of individual hirer or organisation's authorised representative: .....

Address .....

..... Telephone No: .....

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## STANDARD CONDITIONS OF HIRE

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1 THE HIRER shall pay as deposit at least one third of the cost of the booking. Such deposit shall normally only be refundable to the Hirer in the event of the Trust cancelling the booking.

2 THE HIRER shall pay the balance of fees due before the conclusion of the booking, as may be directed by the Trust's authorised representative. If the Hirer wishes to cancel the booking and the Trust is unable to conclude a replacement booking, the question of repayment of the fees (less the deposit) shall be at the discretion of the Trust. In the event of the Trust cancelling the booking, all fees (including the deposit) paid by the Hirer shall be refunded in full. There shall be no other liability on the Trust for a cancellation of booking by the Trust.

3 THE HIRER shall, during the period of hiring, be responsible for supervision of that area of the premises hired, protection of the fabric and contents, safety from damage however slight, or change of any sort and the behaviour of all persons using the hired area whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction to the access and to the highway.

4 THE HIRER shall be responsible for obtaining any licences necessary in connection with the booking.

AS WITNESS the hands of the parties hereto:

Signed by the person named in paragraph 5 of the hiring agreement on behalf of the Trust:

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5 THE HIRER shall be responsible for making arrangements to insure against any third party

claims which may lie against them whilst using the premises. (The Trust is insured against claims arising out of its own negligence)

6 THE HIRER shall be responsible for the observance of all regulations appertaining to the premises as stipulated by the Licensing Justices, Fire Authority, Local Authority or arising out of any other licence conditions.

7 THE HIRER shall not sub-let or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.

8 THE HIRER shall indemnify the Trust for the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises during or as a result of a booking.

9 THE HIRER shall, if selling goods on the Trust premises, comply with Fair Trading Laws and any local code of practice issued in connection with such sales. In particular the Hirer shall ensure that the total price of all goods and services are prominently displayed, as shall be the organisers name and address.

10 THE HIRER shall not discriminate, in any of its activities, on grounds of race, gender, sexual orientation, age disability, religious or political beliefs, marital status.

Signed by the person named in paragraph 6 of the hiring agreement, on behalf of the hiring organisation:

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