Hoghton Tower ~ Hoghton ~ Preston ~ Lancashire ~ PR5 0SH

Company Registration Number 2637777

VAT Registration Number 604349162

**PARTICULARS OF VENUE HIRE**

|  |  |
| --- | --- |
| **Date of Licence Agreement** |  |
| **Hirer** Name & Address |  |
| **Hirer’s Event** |  |
| **Licensed Area** |  |
| **Parking Space**[**s**](if any) |  |

|  |  |
| --- | --- |
| **Hire Period (specify dates)** | **Permitted Hours**  (For access to and use of Licensed Area) |
| **Access for set-up**  **Access for hirer event** |  |

|  |  |  |
| --- | --- | --- |
| **Charges and Payment Dates** | | |
| **Charge** | **Amount** | **Payment Date** |
| Venue hire |  |  |
| **Catering** |  |  |
| Total Fee |  |

**IMPORTANT:**

**Deposits -**

1. Unless otherwise agreed the deposit for Weddings will be £500.00 and for other Functions will be £100.00 or 10% of the Venue Fee whichever is the greater which Deposit shall be non refundable.
2. The deposit must be paid upon booking. If the Hirer fails to pay the deposit the Company may terminate this contract without liability to the Hirer who shall be additionally liable to pay to the Company a cancellation charge calculated by reference to the date the Hirer pays the applicable cancellation charge set out below to the Company in cleared funds.

**Cancellation Charges -**

If this contract is terminated by the Company or cancelled by the Hirer by notice in writing at any time prior to the day of the Event the Company will endeavor to find an alternative hirer for some or all of the Facilities during the Hire Period. The Company will not be bound to accept any notice of cancellation given to the Hirer unless and until the Hirer has paid the Company in cleared funds the applicable cancellation charge set out below (for which time shall be of the essence):

**Period of notice before commencement of Hire Period Cancellation Charge**

1. More than 3 months’ notice £50.00
2. More than 2 months’ (but less than 3 months’) notice 50% of Venue Fee
3. More than 1 month’s (but less than 2 months’) notice 75% of Venue Fee
4. Less than 1 month’s notice 100% of Venue Fee

If the Company is able to find an alternative hirer for the Hire Period, the Company will reimburse to the Hirer the lesser of:

1. The amount paid by any such alternative hirer for the hire of the Licensed Area during the Hire Period; and
2. The applicable cancellation charge.

**Catering -**

The provision of any catering required for the Event must be agreed by the Hirer with our preferred caterers. Catering will be subject to a separate agreement direct between the hirer and the caterer.

**THIS LICENCE AGREEMENT** is made the date set out in the particulars overleaf **BETWEEN** (1) Hoghton Tower Limited (‘**the Company**’) and (2) the person firm or company named as the Hirer in the particulars overleaf (‘**the Hirer**’). **NOW IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this agreement the following expressions have the meanings given in this clause.

‘Accessways’ the roads, paths, entrance halls, corridors, lifts and staircases of the Tower and Grounds the use of which is necessary to obtain access to and egress from the Facilities and the Parking Space (if any) and that the Company in its absolute discretion designates to the Hirer

‘Car Park’ those car parking areas within the Grounds that the Company in its absolute discretion designates for the use of visitors to the Tower

‘Charges’ the fees and charges set out in the particulars overleaf

‘Event’ the Hirer’s event set out in the particulars overleaf

‘Licensed Area’ the area(s) within the Grounds and/or the room(s) within the Tower reserved for the use of the Hirer set out in the particulars overleaf

‘Grounds’ the roads, paths, car parks, gardens and grounds within the ownership of the Company surrounding the Tower

‘Hire Period’ the hire period set out in the particulars overleaf

‘Parking Space’ the space[s] within the Car Park (if any) designated by the Company for the use of the Hirer

‘Permitted Hours’ the hours set out in the particulars overleaf

‘Tower’ the building known as Hoghton Tower, Hoghton, Preston

1.2 The clause and subclause headings do not form part of this agreement and must not be taken into account in its construction or interpretation.

1.3 Any reference in this agreement to a clause or subclause without further designation is to be construed as a reference to the clause or subclause of this agreement so numbered.

1.4 Any obligation on the Hirer not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by any third party.

**2 USE OF THE LICENSED AREA**

2.1 Subject to the following provisions of this agreement, the Company gives the Hirer the right, for the Hire Period, during the Permitted Hours only, in common with the Company and all others authorised by the Company so far as is not inconsistent with the rights given, to use the Licensed Area for the Event, to use the Parking Space for parking private motor cars, and to use the Accessways for access to and egress from the Licensed Area and the Parking Space.

2.2 The Company reserves the right to refuse admission to the Tower and Grounds (or any part thereof) to any person or to require any person to leave the Tower and Grounds immediately without notice or having to give any reason therefor.

**3 BOOKINGS, DEPOSITS AND CANCELLATIONS**

3.1 No booking shall be deemed to be accepted by the Company unless and until the Hirer has paid the deposit specified in the particulars overleaf and the booking has been confirmed in writing by the Company.

3.2 The deposit specified in the particulars is paid to the Company as security for the performance and observance of the undertakings contained in clause 4, to be repayable to the Hirer, less any amount due to the Company in respect of any non-performance or non-observance by the Hirer, on the determination of the Hire Period or such longer period as may be necessary to ascertain any amount due to the Company.

3.3 No booking will be cancelled unless and until the Hirer has paid the cancellation charges set out in the particulars overleaf to the Company in full

**4 HIRER’S UNDERTAKINGS**

The Hirer agrees and undertakes:

4.1 To pay the Charges to the Company in advance on the Payment Dates specified therefor in the particulars;

4.2 Not to bring any large, heavy or noisy equipment, machinery or vehicles into the Tower or onto the Grounds without the prior consent of the Company;

4.3 To leave those parts of the Tower and Grounds used by the Hirer clean and tidy and clear of rubbish and free of the Hirer’s furniture, equipment, machinery, goods and chattels at the end of the Hire Period (or such longer period as the Company may agree in writing);

4.4 Not to obstruct the Accessways;

4.5 Not to use the Licensed Area, the Parking Space or the Accessways in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Tower and Grounds or to the Company;

4.6 Not to do anything that will or might constitute a breach of any justices licence, public entertainment licence, licence to conduct marriage ceremonies or any statutory requirement affecting the Tower or Grounds or that will or might wholly or partly vitiate any insurance effected in respect of the Tower or Grounds from time to time;

4.7 To indemnify the Company, and keep the Company indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence, any breach of any of the Hirer’s undertakings contained in this clause, or the exercise or purported exercise of any of the rights given in clause 2;

4.8 To have and maintain a public liability insurance policy covering the Hirer’s use of the Licensed Area with policy limits approved by the Company and to produce a copy of such insurance policy to the Company immediately upon demand;

4.9 To ensure that only good and reputable suppliers are appointed to provide any services required by the Hirer in relation to the Event;

4.10 To require as a condition of employment of each such supplier that he has and maintains indemnity insurance with a reputable insurer with policy limits approved by the Company and its insurers and to produce a copy of such insurance policy to the Company immediately upon demand;

4.11 To ensure that such suppliers only use equipment that is well maintained and properly tested;

4.12 To obtain from all suppliers and provide to the Company valid current test certificates for all equipment and certification of insurance;

4.13 To observe any rules and regulations the Company makes and notifies to the Hirer from time to time, governing the Hirer’s use of the Licensed Area, the Parking Space, or the Accessways; and

4.14 Not in any way to impede the Company, or its officers, servants or agents, in the exercise of his rights of possession and control of the Tower and Grounds and every part thereof.

**5 GENERAL**

5.1 The rights granted in clause 2 are to determine, without prejudice to the Company’s rights in respect of any breach of the undertakings contained in clause 4:

5.1.1 on the expiry of the Hire Period

5.1.2 immediately at any time following any breach by the Hirer of his undertakings contained in clause 4

5.2 The benefit of this licence is personal to the Hirer and not assignable, and the rights given in clause 2 may only be exercised by the Hirer and its employees and invitees.

5.3 The Company gives no warranty that the Tower or Grounds are legally or physically fit for the purposes specified in clause 2.

5.4 Except in respect of death or personal injury caused by the Company’s negligence, the Company is not to be liable for the death of, or injury to the Hirer or its employees and invitees, or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by clause 2.

5.5 This Agreement supercedes any previous agreement between the parties

5.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**AS WITNESS** this agreement has been signed by or on behalf of the partie