



FRIENDS OF PORTENCROSS CASTLE

INFORMATION FOR HIRERS

Welcome to Portencross Castle! We're delighted that you're considering hosting your event with FOPC. To make your booking as smooth as possible, here's all the information you need about the process, fees, and important guidelines. We kindly ask that you review these details, complete the Booking/Indemnity Form, and return it to our Director of Events along with the deposit to secure your booking. Unfortunately, we can't finalise your booking until the deposit has been paid.

We encourage you to read this agreement carefully. It's designed to ensure a safe and enjoyable experience for you and your guests, and to preserve our much-loved medieval castle. While we aim to make your event unforgettable, please keep in mind that Portencross Castle is an ancient structure which comes with certain restrictions for safety and conservation reasons. For example, much of it is in its original state and may not be safe or suitable for those with mobility problems.

HIRE FEES

The hire period will be for a morning or an afternoon session as follows:

Morning session from 11.00 - 13.30

Afternoon session from 13.30 - 16.00

The current hire fees are tiered as follows:

****For Weekday sessions outside of school and public holidays £700**

For Weekend, School Holiday, or Public Holiday sessions £800

****Outside of school or public holidays it may be possible to agree on earlier or later starts to morning or afternoon hire periods (or an extended hire period charged pro rata).**

AVAILABILITY

The Castle may be available for hire during any period when it is not open to the public. The Castle will be open at weekends during the months of April through to the end of September, as well as all public holidays during this period and each day during school holidays. In all cases, the Castle will be open to the public from 11am to 4pm, with the exception of those times when the castle has been hired for a special event.

In exceptional circumstances, FOPC may consider superseding normal public opening hours and days in favour of a private hire. To meet our obligations to public opening, we can only consider closing the Castle for all or part of the day on usual public opening times on a limited number of days each season and only in very exceptional circumstances for consecutive days.

Please note that the whole of the foreshore around the castle is open to members of the public and access can't be restricted during private castle events.

HIRE AGREEMENT - PORTENCROSS CASTLE

THE BOARD OF DIRECTORS OF THE FRIENDS OF PORTENCROSS CASTLE LTD, a company registered in Scotland (Company No. SC186097) (Recognised Scottish Charity Number SC028181) hereafter referred to as ("FOPC"), with their Registered Office at South Banks House, Portencross, Ayrshire, KA23 9QA, Scotland, are prepared to offer the use of Portencross Castle (hereafter referred to as the "Castle"), which is a Scheduled Ancient Monument, and its immediate premises (hereafter referred to as the "Venue"), for use as venues for FOPC-approved corporate and personal events. The safety of individuals participating in events within the Castle and the well-being of the ancient monument is of utmost importance. Applications for the use of Portencross Castle and /or its premises will be accepted only if the events are considered reasonable and appropriate. All bookings are made at the discretion of the Board of Directors of FOPC.

HIRER DETAILS

<u>Booking No: (completed by FOPC)</u>	
<u>Hirer:</u>	
<u>If Hirer is a company or limited liability partnership, Registered Number:</u>	
<u>Hirer's address:</u>	
<u>Hirer's email address:</u>	
<u>Hirer's phone number:</u>	
<u>*Named Contact (hirer's representative) for day of event:</u>	
<u>Named Contact phone number:</u>	
<u>Event:</u>	
<u>Date of event:</u>	
<u>Hire Period:</u>	
<u>Number of guests:</u>	
<u>Catering services:</u>	
<u>Additional services or equipment:</u>	
<u>Deposit:</u>	(25% of Hire Fee)
<u>Charges:</u>	Hire Fee: Compliance Deposit: £100

This Agreement shall come into effect on the date of execution (signing) of this Agreement or if the Deposit has not been paid at the date of execution, the date on which the Deposit has been paid.

VENUE USE

FOPC grant the Hirer a right for the duration of the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Agreement.

The Hirer must fully and fairly represent the purpose for which the venue is required (the "Event"). Any misrepresentation may result in the cancellation of the Event at

any time by FOPC. Under no circumstances may the Hirer sub-let or further offer for hire any part of the Venue. In the use of the Castle venue by the Hirer, the Hirer will comply with all reasonable requirements of FOPC. The Hirer agrees not to do or permit to be done anything on the Venue which is illegal, or which may become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to FOPC, any other Hirers of FOPC or any owner or occupier of neighbouring property.

For the avoidance of doubt, FOPC will retain total and final control of the Venue, and the rights of the Hirer are limited to use, for the Event, of such parts of the Castle Venue agreed upon with FOPC.

CHARGES

Venue Hire

The relevant hire fee notified to the Hirer will be charged. This hire fee includes the presence of a FOPC steward/guide/representative. Any additional costs incurred as a result of the Hirer failing to comply with any of the terms and conditions set out herein, will be chargeable to the Hirer.

To secure the booking, 25% of the total venue hire fee must be paid when the booking is Confirmed (the “Deposit”). The Deposit is non-refundable. The balance of the hire fee shall be payable no later than 60 days prior to the Event. If payment of this balance is delayed, then the booking may be cancelled, and the venue offered to another Hirer.

Compliance Deposit

A £100 refundable deposit (the “Compliance Deposit”) will be paid at the same time as the balance of the hire fee becomes payable and for the avoidance of doubt, is payable no later than 60 days prior to the Event. The Hirer is responsible for cleaning up the venue immediately after the Event and must remove all decorations, litter, leftovers, and other items from the venue, and its surrounding area so that re-opening to the public is not delayed. The refund of the Compliance Deposit is dependent on the Venue and its immediate surroundings being free of all rubbish and that that rubbish bags and other containers are removed by the Hirer, so that the castle can be opened to the public immediately after the event.

The deposit is also aimed at encouraging the hirer to nominate a guest as a *‘Named Contact’ who should introduce themselves to the duty steward to act as liaison with invited guests, suppliers, caterers, chauffeurs, as the hirer’s representative to assist the steward to ensure compliance with regard to health and safety restrictions, insurance obligations, parking restrictions with respect to the private access lane and any complaints received from neighbouring residents.

The Compliance Deposit will not be refunded in the event of inadequate or delayed clean-up, or a significant breach of any of the conditions of this hire agreement.

CANCELLATIONS

Hirer cancellation terms if the Hirer cancels a booking:

If the booking is cancelled more than 28 days before the Event is scheduled to occur, 100% of the balance will be refundable.

If the booking is cancelled less than 28 days but more than 14 days before the Event is scheduled to occur, 50% of the balance will be refundable.

If the booking is cancelled less than 14 days but more than 7 days before the Event is scheduled to occur, 25% of the balance will be refundable.

If the booking is cancelled less than 7 days before the Event is scheduled to occur, the Hirer will forfeit the entire hire fee.

If FOPC reasonably considers that the management or control of the Event is inadequate and/or the behaviour of guests or attendees of the Event is such that could lead to danger or injury to any person or material damage to any property, including the venue itself, then FOPC reserves the right to terminate the event. FOPC may also require any person(s) to leave the venue itself during the Event if it is reasonably considered that person or persons are intoxicated or under the influence of drugs or otherwise behaving in a manner which:

- (a) impedes or adversely affects the enjoyment of other people attending the Event or puts those other people at risk or causes any nuisance to nearby residents of Portencross village.
- (b) has caused any loss or damage or increases the risk of loss or damage to the venue or any other property
- (c) is causing a disturbance.

FOPC shall not be liable for any delay or failure in the performance of its obligations for so long and to the extent that such delay or failure from events, circumstances or causes is beyond its reasonable control.

INSURANCE

If the Hirer is a Company or body Corporate, the Hirers must show evidence of adequate Insurance Cover for the Event in advance of the booking being confirmed. Hirers who are private individuals are encouraged, but not required, to purchase event insurance in respect of the Event.

SET-UP/ACCESS/DELIVERIES/PRE-EVENT RECONNAISSANCE

All access requires to be supervised by an FOPC representative key holder.

To preclude scheduling conflict, pre-event access to the Castle for purposes of setting-up, deliveries, catering or pre-event planning must be arranged as far in advance of the Event as possible and there will generally be an additional charge.

In order to accept any deliveries, the Hirer must have a representative present. FOPC staff will not sign for or accept deliveries for the Hirer and are unable to assist delivery drivers. There is no safe/dry place to leave goods when the castle is closed.

Vehicle access to the Castle is restricted. If deliveries are to be made, a vehicle is permitted as far as the information plinth at the end of the private access lane to the Castle. The driver must be prepared to move the vehicle immediately upon demand. Stopping on the access road must not block local deliveries, access or egress for residents. This is not an access road for Castle visitors.

PARKING

Parking is restricted to the Portencross Car Park, approximately 200 meters from the Castle. This is a free public North Ayrshire Council car park FOPC cannot guarantee that spaces will be available. There is a vehicle height restriction barrier in place and in exceptional circumstances it may be possible with sufficient notice to approach the council to request that the barrier be opened for a special event, for example to accommodate a single coach although FOPC will bear no responsibility should the Council decide not to accommodate such a request.

Any disabled guests, and if the Event is a wedding, the wedding party, can be transported to and collected from the private access lane leading to the castle, but these vehicles must be moved to the public car park immediately after dropping passengers off.

CAPACITIES

The maximum capacity of the Castle at any one time is 48 persons. This number includes the registrar, minister or celebrant, photographer and any other attending staff including 1 or 2 FOPC staff, caterers, and all guests, including children.

The maximum number of persons allowed onto the roof viewing platform at any one time is 12.

Adherence to the number of persons in the building will be strictly controlled by attendant FOPC staff in order to adhere to the requirements of our Fire Safety Certificate & Insurance cover.

CATERING

Caterers are required to keep their food and drink items in the Great Hall and to ensure cleanliness of the venue upon their departure. There is no access to washing-up facilities, and stoves, food heating burners and cooking are not allowed in the

Castle.

RESTRICTIONS & HEALTH AND SAFETY

The Hirer agrees and undertakes:

- Not to affix any material or objects to the Castle structure including but not limited to floral or other decorations, decorative lighting, notices, signs, notes, bolts, tacks, screws, adhesives, tape, or other such fixing devices;
- To comply with the terms of this Agreement, any written instructions or notices from FOPC, and use all reasonable endeavours to ensure any guests or other persons present at the Event so comply;
- Not to bring any candles, inflammable material, noxious chemicals or caustic substances inside the Castle;
- Not to use or permit guests and videographers/photographers to use confetti anywhere in the Venue;
- Not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- To ensure every child under the age of 14 is under must be under constant control by a responsible adult at all times. (There must be one supervising adult per child.) Infants under 3 years of age will not be allowed beyond the first floor of the Castle regardless of parental assurances.

The Hirer accepts the following health and safety restrictions:

- Buggies, prams, trolleys, mobility scooters and the like cannot be accommodated within the Castle. Wheelchair access to any point above the ground floor, including the Great Hall, is not possible.
- The stairwell has restricted head height, lighting is dim and the ground floor / cellar floor is very uneven and completely unsuitable for high heels. Heels, tight skirts & long dresses are worn entirely at the wearer's own risk. Guests should be warned that the weather conditions between the exposed drop off point and the Castle can be extreme and the lane and footpath are very uneven. Guests should also be warned that the venue is unsuitable for frail or disabled people as the access to the Great Hall involves using the stairs. Parents/guardians will be required to closely supervise young children to prevent risk of trips and falls both to the children and to other guests.
- Guests should also be warned that the castle can be cold and draughty - especially in windy conditions, so they can dress appropriately.

- While photography is encouraged, audio devices (including those involving the wearing of an earpiece or earpieces, but excluding hearing aids) must be turned off.
- There are no public toilet facilities in the Castle. The nearest public toilet is located in West Kilbride. The staff toilet is not compliant with building standards and unsuitable for anyone with mobility problems and frail or disabled users, but may be made available to the wedding party & guests, by the attending Steward.
- If the event warrants it, the Hirer will have to make arrangements for the provision of temporary portable toilet facilities. Before hiring such facilities, the hirer must discuss this with us. (Hired portable toilet facilities will inevitably be accessible to members of the public and must be located some distance from the castle in the area designated by FOPC).

We regret having to paint worst-case scenarios in this section. To date, our experience with events is that they have been memorable and enjoyable for the Hirers.

ELECTRICAL EQUIPMENT

There are power sockets in the Great Hall. Hirers are advised that any electrical equipment brought into the Castle must be PAT tested and certificated, (including all extension leads /adaptors) and must be agreed in advance.

CONDITIONALITY

For the avoidance of doubt;

1. any dispute or claim (including non-contractual disputes or claims) arising out of this Contract, or in connection with this Contract, shall be governed by and construed in accordance with the law of Scotland. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract.
2. This Contract does not give rise to any third-party rights under the Contract (Third Party Rights)(Scotland) Act 2017.

EVENT BOOKING CONFIRMATION & HIRE AGREEMENT

I have read and agree to the foregoing terms and conditions for the use/hire of the Portencross Castle Venue. I confirm that I am duly authorised to enter into the contract for hire of the venue on behalf of the Hirer.

The Hirer also agrees to accept any additional conditions which may be applicable to any particular use of the Portencross Castle Venue. I understand that I will be notified of these and I shall accept such conditions, in writing, on the Hirer's behalf.

Signed by:
Print Name (Block Capitals)

Signature:

Date:

PLEASE SIGN AND RETURN TO:

Email: events@portencrosscastle.org.uk

FOR FOPC USE ONLY:

Deposit paid (date and amount):

Balance and Compliance Deposit paid (date and amounts):