

## Appendix 4d

Premises Name: The Cornhill Hotel

Hearing Date: 28<sup>th</sup> January 2019

Hearing Time: 6pm

Hearing Location: Town House, Talbot Square, Blackpool

Dear Sir / Madam.

I am writing with regards the above hearing and the representations made by the police, I understand the representations made, I was in a very abusive alcohol induced relationship and have been since taking over the hotel, I have now escaped from the relationship for my own personal safety, I am now single and trying to rebuild my life after this appalling experience.

I am now in a position to concentrate on the hotel but as a safety measure I have instructed an experience hotel management company to take over the complete running of the hotel until I feel able to take a bigger role within the premises. Blackpool Hub have a number of hotels and signed the management agreement on 10<sup>th</sup> December 2018, a copy of this agreement is attached, it also states that all licence fees will be paid by them before they open the premises and lift the suspension, they were planning on paying the fee in December but missed to make the council offices prior to the Christmas break period, and with the review they have not bothered to open the bar since the closure, as we are under a prohibition from the fire service anyway and this matter will need to be rectified beforehand.

An application to transfer the premises licence to a new company has also been submitted this will rectify the address issues, and also provides an office address where we have experienced clerical staff who will deal with any notices or mail received in the future so it can't go missing.

With regards the initial complaint about works which needed to be carried out at the hotel, I can confirm most of these works have now been completed while the hotel has been closed, and moving forward the new management company will put in place a plan of action to get these all completed and all required documents to the relevant body and will also ask the council to attend the premises as the items which have been completed with regards broken windows and broken mirrors in some of the rooms, some carpets not fitted properly a window being too low and dangerous an inspection is the best way to show these works have been completed.

If you require any further information then please don't not hesitate to get in touch, hopefully now all parties can work to move the hotel in the right direction and create another hotel Blackpool can be proud off.

Regards

Alan Diamond



## LICENSE AGREEMENT

THIS AGREEMENT is made on (date) 10<sup>th</sup> December 2018

AND IS MADE BETWEEN:

(name) ROOMSONLINE LIMITED (licensor)

of (address) 377-379 PROMENADE, BLACKPOOL FY1 6BH

and

Licensee

(name) BHQ Business & Investments Limited

of (address) 80 Coronation Street, Blackpool, FY1 4QE ("the Licensee")

NOW IT IS HEREBY AGREED as follows:

### 1. Definitions

In this Agreement the following terms and phrases shall have the following meanings:

**Property**                                      **The Cornhill Hotel, 377 – 379 Promenade, Blackpool FY1 6BH together with the Furniture and Effects therein.**

**Commencement Date**                      (date) 10<sup>th</sup> DEC 2018

**End Date**                                      (date) 9<sup>th</sup> DEC 2019 (rolling 12 months agreement)

**Monthly License Amount**              **30% of any and all earnings from the property**

**Future payments**                              Will remain at this rate and will be payable MONTHLY (WEEKLY) to the Licensors designated bank account of:

Sort Code:

Account Number:

77 31 03

4001 9968

### 2. License to Occupy

- 2.1 Subject to payment of the monthly/weekly license amount, the licensor lets, and the licensee takes, the fitted and furnished property fully from the commencement date at the license fee with all rights of occupation and operation, automatically renewing each quarter.
- 2.2 This agreement creates a license with the expectation of a full operational control and does give the Licensee to this sole estate, right and interest in the Property including where necessary for the exercise of the right expressly conferred on him or her by this Agreement.
- 2.3 The licensee shall be entitled to exclusive possession and use of the Property and but shall not at any time or in any manner do any act which may impede the freeholder or his or her agents in the exercise of the freeholder's rights of the property.

### **3. Licensors Covenants**

- 3.1 To maintain the necessary regular payments to the local authority (Blackpool Council) on any bills in which they issue, with the exception of any licensing fees for alcohol, food or gaming which will be the licensee's responsibility.
- 3.2 To give the Licensee a minimum of 90 days notice should they wish to end this agreement.
- 3.3 To make sure the external aspects of the property are in good working order or reported to the licensee so we can make good repairs
- 3.4 To understand you act as landlord, and we tenant in respects of management of the property unless emergency situations warrant.

### **4. Licensee's covenants**

The Licensee agrees with the Licensor:

- 4.1 To pay the license Fee at the times and in the manner stated above.
- 4.2 To pay 0% of the business rate and any council tax bill pursuant to any obligation on the part of the Licensee arising under the Local Government Finance Act 1992 or regulations made thereunder.
- 4.3 To pay 100% of all other bills for the running of the day to day running of the property, including but not limited to Gas, Electric, Water rates, telephone, internet, food and drinks stock, laundry, all staffing and employment cost, booking platforms and any other associated costs in the operation of the property.
- 4.4 Not to damage the Property or make any alteration in or addition to any part of the property without consent of the landlord/owner.
- 4.5 To preserve the fixtures, fittings and effects from being broken, lost, destroyed or damaged.
- 4.6 Not to do or suffer to be done in or upon the Property anything which may be a nuisance or annoyance to occupiers of any of the neighbouring premises.
- 4.7 To not use the property for any other use than expected, licensed for and previously operated as.
- 4.8 To observe such rules and regulations as required by law.
- 4.9 To insure his or her personal belongings against loss by any means including fire and theft.
- 4.10 On termination of the license to pay for the repair of or replace all such items of the fixtures, fittings and effects as shall be broken, lost, damaged or destroyed by the Licensee or his or her guests during the license (reasonable wear and tear excepted). Including replacing any furniture or like for like fixtures and fittings if bought and replaced of existing items on take over, as such ownership of these items will become that of the licensor after the 12 month of occupation and usage, automatically.
- 4.11 To not possess or use any illegal substances on the premises, nor overly consume alcohol creating rowdy behaviour, smoking is also NOT permitted in the premises.
- 4.12 To fulfil any & all repairs and maintenance required on the property, whilst covering all costs.

### **5. Arrears of License Fee or breach of the Licensee's covenants**

- If the License Holding Fee or any part of the expected lease fees shall be in arrears for 21 days after the same shall have become due (whether legally demanded or not) or in the event of breach of any of the covenants on the part of either party contained in this Agreement, this license shall immediately trigger the 90 notice period until such situation is resolved.

**6. Fire**

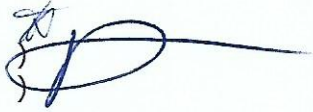
If the Property shall be burnt down or rendered uninhabitable by fire, all fee's shall from that date cease to be payable until the Property is reinstated and rendered habitable.

**7. Termination**

Either party may terminate this license at any time by giving 90 days written notice to the other party and at the end of the period the Licensee shall vacate the property but without prejudice to the other rights and remedies of the Licensor. Unless in the case of clause 5.

IN WITNESS whereof this Licence Agreement has been signed on the date which first appears on this Agreement.

Signed by the above-named Licensor in the presence of:



James Jones  
Signature of witness

JAMES JONES  
Name of witness

Address of witness  
109 Coronation St  
Blackpool  
FY1 4QQ

Signed by the above-named Licensee in the presence of:



D. Cuddy

Briana Richardson  
Signature of witness

BRIANA RICHARDSON  
Name of witness

Address of witness  
44 REGENT ROAD  
FY1 4NB

Additional notes of separation:

Licensors responsibilities, based on requirements & issues as so noted and ordered by the council and or fire service:

- Roofing & structural
- Kitchen Installation
- Any demolition and rebuild
- Fire features
- Electrical
- Gas
- Plumbing
- Health & safety

As such any future issues not related nor caused by the above mentioned will be the licensee's responsibilities to maintain

## RESPONSE TO NOTICE OF HEARING

### Blackpool Licensing Service - Application for the review of a premises licence

Premises Name	Cornhill Hotel
Hearing Date	28 January 2019
Hearing Time	6.00pm
Hearing Location	Town Hall, Talbot Square, Blackpool
Return "Response to Notice of Hearing" by	21 January 2019

I acknowledge receipt of the Notice of Hearing for the hearing detailed above.

I will attend the hearing	<input checked="" type="radio"/> YES	<input type="radio"/> NO
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I will be represented	<input checked="" type="radio"/> YES	<input type="radio"/> NO
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If YES Give details of your representative [Please print name]

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I consider the hearing to be unnecessary	<input type="radio"/> YES	<input checked="" type="radio"/> NO
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I request permission for the person/s detailed below to attend the hearing:

Name of proposed attendee/s: [Please print name/s]

RICHARD SLOMAN,  
DEESAY CUTTY - LOW

Brief description of the points that each proposed attendee may assist the panel:

RICHARD SLOMAN - LEGAL REPRESENTATIVE  
DEESAY CUTTY LOW - NEW MANAGEMENT  
(BLACKPOOL HVA) FOR HOTEL

Print Name (Your name)	ALAN DIAMOND
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Usual Signature	
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Contact Telephone Number	07973360332	Fax Number	
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E-mail Address	alandiamond28@hotmail.com
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Date			
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