

Site Hire Terms and Conditions

Essex County Council

Please read the following terms and conditions carefully. Failure to adhere to these terms and conditions could result in increased costs or loss of booking to the Hirer. If you are unclear on any of the aspects on this form please don't hesitate to contact us at events.exploreessex@essex.gov.uk

1. Booking

- 1.1 All bookings shall be deemed to be confirmed once a signed copy of the booking form & terms and conditions is received with a 10% non-refundable deposit. This can be returned to Essex County Council via post or email.
- 1.2 The full fee will be confirmed after Essex County Council has received the dates, times and full requirements of your booking. This fee will be quoted upon booking the date in writing via email. If you make any additional requests, an invoice for the additional payment will be sent to you.
- 1.3 You will only be granted access to the Venue on the dates and times agreed for your booking. ECC staff will only be available during the agreed hours. We ask you please do not arrive outside of these hours unless an agreement has been made with the Hirer and Essex County Council in writing, prior to the event. The Hirer must only set up from the time and date specified on the booking form. The site must be clear of the event by the agreed time on the booking form. Failure to operate within these times may result in extra charges being incurred for staff time.
- 1.4 It is the Hirer's responsibility to send all event plans and all other relevant documents to Essex County Council, no later than three months before the event. ECC will send the documents to the appropriate authorities. Delay in the documents being received may result in cancellation of your event.
- 1.5 ECC will only use your information for the purpose of your booking. We will retain your information for 2 years and will not share it with anyone else. For information relating to your rights under Data Protection legislation please see our privacy notice <https://www.essex.gov.uk/topic/privacy-and-data-protection>

2. Payment

- 2.1 The deposit will be due 14 days after the confirmation of fees. This is non-returnable and required to secure your date. We cannot hold a booking any longer than 48 hours without a deposit.

The second instalment will consist of half the remaining balance. This will be due no later than 6 months before the booking date. Failure to pay within the required period may result in your booking being cancelled.

The final instalment will consist of the remaining balance. This will be due no later than 3 months before the booking date. Failure to pay within the required period may result in your booking being cancelled.

- 2.2 Payments will be invoiced to the hirer by Essex County Council. Please follow the instructions as per the invoice

3. Cancellation policy

- 3.1 In the event of a cancellation, all money paid to ECC up to the point of cancellation will be retained.¹
- 3.2 Notice of cancellation must be made in writing.

4. Catering

- 4.1 Cafes operate to the public on a daily basis, including on event days. There may also be external seating areas included for café service.
- 4.2 Any additional catering facilities arranged by the event organiser must be compliant with food safety and health and safety regulation including food hygiene accreditation. A Food Questionnaire form and Food & Hygiene certificates must be provided to the local authority Environmental Health Team no less than 14 days before the event. There may be a representative from the Environmental Team in attendance during the event.

The following must be adhered to all times, failure to comply or provide the requested information may result in the cancellation of the booking and charges levied in accordance with 3.1 above

5. Risk Assessment and Health and Safety

Risk Assessments are required to be undertaken for all bookings and submitted to Essex County Council no less than 3 months before the booking. They must include the setting up and breaking down periods prior to and after your event.

¹ Please see Clause 24 for information on forced closures.

Essex County Council will:

- Ensure the premises are suitable for the intended use
- Agree the extent of the use of premises and equipment
- The hirers must be aware of and implement relevant safety precautions. They must also be competent in the use of any equipment used during set-up, event delivery and break-down periods.

It is also the responsibility of the hirer to obtain Risk Assessments for demonstrators, acts and where livestock is involved (e.g. donkey rides) where risk is considered etc. We will need to see these documents prior to the event and may ask for them at any point so please have them ready. If we do not see Risk Assessments for any activities outside of the general Risk Assessment, Essex County Council retains the right not to permit the activity to take place.

Essex County Council does not allow inflatables at any of their sites.

It is the responsibility of the Hirer to oversee that all pre-event safety checks are complete and signed off before the gates of the event can be open. These checks include items such as PAT testing certificates, Health and Hygiene checks, Public Liability Insurance checks, Risk Assessments, non-Essex County Council Fire Extinguisher checks and Gas certificates of the demonstrators/exhibitors

Please ensure you have hired First Aid to cover your event and that you have appropriately First Aid trained staff during set-up and take-down of your event

6. Event Management Plan

Essex County Council will require an Event Management Plan which must be submitted no later than three months before the event takes place. This will be circulated to statutory consultees and a Safety Advisory Group may be convened at the discretion of the public authorities. For the purpose of any Safety Advisory Group meetings, Event Organisers are deemed to be the Hirers. It is the Hirer's responsibility to comply with any requirements of the statutory consultees. An Event Management Plan must detail all requirements as provided in the Licencing Conditions document. It is the event organiser's responsibility to ensure that the plan complies with any recommendations of the Fire, Police or Licensing authority. If an Event Management Plan is not submitted with the timescales shown, the booking can be cancelled by Essex County Council and an appropriate amount charged to the Hirer.

If your event plans fail and Essex County Council staff are required to assist in resolving any issues that may arise, the Hirer will be charged the £40 an hour staff fee.

The event plans required will be requested and detailed to you by Essex County Council. They are a legal requirement enforced by Essex County Licencing Department as part of our Premises Licence. You will be required to submit these in full three months in advance of your event.

7. Vehicle Access

- 7.1 Should the Hirer require overflow parking or access to areas not normally open to public vehicles, a written request must be submitted to Essex County Council 4 weeks in advance of the booking, which can be done by email. This includes any person wishing to leave their vehicle on the event site during the event and exhibitors wishing to camp on site. You must provide all campers with emergency contact details. You will then be responsible for contacting a member of Essex County Council staff if there is an emergency situation as well as the emergency service (s) if required.
- 7.2 Vehicle access is not permitted on the event site whilst the events gates are open apart from Essex County Council or emergency vehicles. This includes exhibitors accessing the site to set up/clear up. It is the responsibility of the hirer to ensure this is adhered to. Failure to clear vehicles from the event site may result in a delay of opening the event.
- 7.3 Pathways, roads and walkways must be kept clear at all times

8. Temporary Structures/equipment

- 8.1 The use of any form of temporary structure including but not limited to large marquees will need to be agreed in writing with Essex County Council at the time of booking. Some of the sites operate under Scheduled Monument or have historical backgrounds and may have strict restrictions prohibiting disturbing the archaeological grounds. You must provide hirers with a copy of our services plan and ensure that they are fully compliant. If the company do not meet our requirements, you may be required to inform your hirers to remove the structure. All temporary structures must be constructed, erected and dismantled in line with best practice and industry guidelines and you will be required to include a Method Statement or CDM documents. You must conform to all requirements in the Licencing Conditions document. You must also request Fire Risk Assessments for temporary structures.
- 8.2 Items must not be fixed with screws, nails and staples or drawing pins in any of the barns/buildings and you will be asked to remove any such items with immediate effect.

9. Licenses & Temporary Event Notices

- 9.1 Some of our venues are licensed premises and the Hirer will be required to comply with the terms and conditions of the licence at all times. Any specific licensing requirements are the responsibility of the hirer.
- 9.2 The Hirer may be required to obtain a Temporary Events Notice (“T.E.N.S”), for the event.
- 9.3 Premises Licence conditions may include restrictions on amplified noise. To comply with our licensing terms, you must not play any amplified music (which includes a stereo) whatsoever after the time confirmed to you. Hirers may be asked to leave site or refused access to stay on site overnight if this is not complied with. Failure to adhere to this could have a damaging effect on future events at the venue.
- 9.4 We will carry out a Challenge 25 compliance check to all exhibitors/traders providing samples, tastings and sales of alcoholic beverages. A visit to each individual stall will be made on the day of the event opening to the public before the vendor is permitted to trade. We will require the vendor to have a good understanding of the Challenge 25 policy, to visually see the Personal Licence and for the Personal Licence holder to be on site or provide a signed document of consent from the Licence Holder for the vendor to trade under their licence. Without these requirements met, the exhibitor/trader will not be permitted to trade. They will be expected to display appropriate Challenge 25 Posters at each individual stand.

10. Litter/Cleaning

- 10.1 It is the sole responsibility of the Hirer to clear the area of litter and remove all rubbish from the site within the agreed times on the booking form unless agreed otherwise with Essex County Council. This includes litter picking and emptying of the bins around the site throughout the event. It is the Hirer’s responsibility to provide rubbish bags and any cleaning materials required for the event.
- 10.2 Failure to leave the area in an acceptable condition after the date and times specified on the booking form may result in further costs to the Hirer to cover any additional costs incurred by Essex County Council to return the site to its original condition. This includes sweeping of the barns/buildings, returning any chairs and tables to the locations they originated, and rubbish and litter being removed from the site. Wedding furniture is not available for use or hire for events.
- 10.3 You must hire a skip to cover the excess rubbish and all rubbish bags must be removed from the site immediately to the skip to prevent a build-up around the

site. Please ensure your skip is collected within two days of the event finishing. Charges may apply for a delay in this matter.

11. Public Liability Insurance

Hirers are required to hold and maintain Public Liability Insurance for no less than £10 million. This may be negotiable with Essex County Council depending on the nature of the event.

12. Prohibited Functions

The event organiser must inform Essex County Council of the nature of all functions to be held at the time of booking and any additions must be agreed with Essex County Council prior to the booking.

13. Prohibited Acts

- 13.1 The buildings on site are no smoking areas and the use of naked flames is strictly prohibited at all times, including gas cookers.
- 13.2 Permission for the use of BBQs must be obtained before their use. All other fires must be authorised by Essex County Council in advance. Fires must be contained, risen from the floor to prevent burns and spreading of fire to dry ground and away from timber buildings. A suitable covering must be used underneath the fire to protect the grounds and you may not use furnaces. Open flames must be contained / controlled. A bucket of water or fire extinguisher must be nearby.
- 13.3 The use of smoke machines and dry ice are not permitted in the barns/buildings
- 13.4 Artefacts or fragments must not be removed from the venue.

14. Obligations of health and safety

- 14.1 A member of staff shall be made available at the start of the hire period to assist the Hirer with any problems or queries. Contact details for a member of staff shall be provided to the Hirer should any problems arise during the hire period.
- 14.2 All emergency and evacuation procedures for the site will be discussed in full with the Hirer and a member of staff at the start of the hirer period.
- 14.3 Essex County Council shall ensure that all emergency equipment has been appropriately tested

15. Essex County Council reserves the right to:

- 15.1 Accept or refuse a booking at the Site Manager's discretion.
- 15.2 Retain the right to access all areas at any time.
- 15.3. Cancel any booking upon reasonable notice to the Hirer. In the event of cancellation all monies paid by the Hirer to Essex County Council will be fully refunded. Essex County Council will not be liable to pay compensation to the hirer.
- 15.4 Cancel, postpone or limit the event if there are any concerns about public safety, health and safety or public order on the day.
- 15.5 Stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the Venue or to risk the safety of people at the Venue.
- 15.6 Make changes to the Venue including but not limited to the interior and/or exterior of the Venue and any changes necessary to comply with safety requirements or other changes in law. We cannot guarantee that the Venue and its surrounds will be free from additional structures. We will notify you of any significant changes to the Venue, but unless the change is one which is likely to fundamentally change the nature of your experience, we will not offer a refund, costs or compensation.

16. Access ways

The Hirer must not obstruct the access way, leave them untidy or dispose of rubbish on them.

17. Signs and notices

You must not issue, publish, display or erect any advertisement, poster, programme or literature that is considered by us to be in bad taste, obscene or harmful to the reputation of the Venue or ECC. All advertising at the venue and on the surrounding boundaries must be approved by ECC.

18. Nuisance

The Hirer must not use the site or access way in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the adjoining or neighbouring property or to the owner's occupiers or users of any adjoining or neighbouring property. We will act on noise nuisance complaints to comply with regulations set by the Local Authority.

19. Statutory requirements and insurance

The Hirer must not do anything that will or might constitute a breach of any statutory requirement that will wholly or partly vitiate any insurance affected by Essex County Council.

20. Indemnity

The Hirer must indemnify Essex County Council and keep the Council indemnified against all losses, claims, demands and actions proceeding damages, costs, expenses or other liability arising in any way from this agreement and any breach or any of the Hirers undertakings contained in this clause or the exercise or purported exercise of any of the rights given, however nothing in this clause shall limit or exclude the Hirers liability for death or personal injury or damage to the property caused by negligence on the part of the Council or its employees or agents. Therefore nothing in this clause shall limit or exclude the Council's liability for any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

21. Liability excluded

The Council is not to be liable for:

- The death of or injury to the Hirers or his employees and customers
- Damage to any property of the Hirers. All items are left on-site and overnight at own risk.
- Losses, claims, demands or actions proceeding damages, costs or expenses
- Any other liability incurred by them in the exercise or purported exercise of the rights granted by these Terms and Conditions.

However, nothing in this clause shall limit or exclude the Council's liability for:

- Death or personal injury
- Damage to property caused by negligence on the part of the Council, its employees or agents.

Nothing in this clause shall limit or exclude the Council liability for any matter in respect of which it would be unlawful for the Council to exclude or restrict liability

22. Damage to Premises and site

Any accidents or damage to the venue and grounds must be reported to the ECC member of duty on immediately so that appropriate action can be taken to minimise permanent damage. After a thorough examination of the site during and post event, any damage caused will be assessed and charges to

the Hirer will be invoiced accordingly and may vary to cover the costs of repairing the damage. If the damage is not rectified, ECC retains the right to refuse the return of the event or any future events proposed by the Hirer (s).

23. Site availability

The Visitor's Centres may be shared with other partners which may limit the space to you for any of your equipment or set-up ticket desks etc. We may also have shops within the Visitor's Centres which will be operational during the event.

24. Electrical Requirements

Electrical equipment including extension leads must be suitable for use, safe and comply with all relevant safety standards

- 24.1 The Hirer can use their own extension leads, but they must be PAT tested.
- 24.2 We do not provide external electric. It is the Hirer's responsibility to provide a generator if electric is required and all cables must be IP rated for external use.
- 24.3 Any alteration or addition to power or lighting on the premises must be agreed in advance with site staff and must be carried out by a qualified person to an appropriate level.

25. Dogs

Dogs are permitted. They must be kept on leads at all times and may not be permitted in some of the buildings. If you wish to permit dogs to your events, the same policies must be adhered to and it will be your responsibility to control whichever decision you make and clear any mess left behind as part of your litter picking.

26. Events outside of our control

We shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside of our reasonable control (such as serious damage to the Venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practicable. If, as a result of such events, we believe we have no alternative but to cancel your booking, our sole liability to you shall be to offer an alternative date or refund to you any money you have paid towards your booking.

27. General

- 27.1 This contract is for the period of hire only and nothing in this contract is intended to create a tenancy, lease or any continuing rights.
- 27.2 If any court or competent authority decides that any of the provisions of these terms will, to that extent only, be served from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 27.3 You may not transfer any of your rights or obligations under this contract to another person without our prior written consent. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.
- 27.4 No person who is not a party to our contract with you shall have any rights under or in connection with it.
- 27.5 All written communications by you to us must be sent by post to Cressing Temple Barns, Witham Road, Cressing, Braintree, Essex CM77 8PD or by email to events.exploreessex@essex.gov.uk (or to such other address that we notify to you). We may send written communications to you at either the email or postal address set out in your booking form.
- 27.6 These terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

Signed.....
(Essex County Council)

Signed

(.....)

Date.....