



Part of Essex County Council

## Hire Terms and Conditions

Essex County Council (“We” or “Essex County Council”)

Please read the following terms and conditions carefully. Failure to adhere to these terms and conditions could result in you incurring increased costs or losing your booking. If you are unclear on any of the aspects on this document, please contact us at [events.exploreessex@essex.gov.uk](mailto:events.exploreessex@essex.gov.uk)

### 1. Booking

- 1.1. All bookings shall be deemed to be confirmed once we have received a signed copy of the booking form, confirmation of acceptance of the quote, signed terms and conditions, together with payment of a 10% non-refundable deposit or an admin fee (as further set out in clause 2.1). The booking form can be returned to us via post or email to the address set out in clause 21.5.
- 1.2. The hire charge will be confirmed after we have received the booking enquiry form confirming the requested dates, times, and full requirements of your booking. If you make any additional requests after we have provided you with the full balance, we may invoice you separately for any additional payment.
- 1.3. You will only be granted access to the site during the date(s) and time(s) of the event as has been agreed with Essex County Council during your booking. Essex County Council staff will only be available during the agreed hours. We ask that you do not arrive outside of these hours (including for the purpose of setting up for the event) unless you have confirmed this in writing with us prior to the event. You must ensure that the site is clear of the event by the agreed finish time on the booking form. If you fail to operate within the agreed times, you may be charged for any extra charges being incurred for Essex County Council staff additional time.
- 1.4. During the booking period, you agree and undertake to:
  - 1.4.1 Comply with all applicable laws, statutes and regulations from time to time in force and any relevant policies and guidelines of Essex County Council;
  - 1.4.2 Not use the site other than for the preparation of the event;
  - 1.4.3 Not to do or permit to be done anything at the site which is illegal. For the avoidance of doubt, the site is not to be used by any groups or speakers in support of any extremist ideology; and

**1.4.4** Not to do or permit to be done anything at the site which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Essex County Council or any owner or occupier of neighbouring property.

**1.5.** We 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 except as agreed as part of the booking. For information relating to processing of personal data please see our privacy notice <https://www.essex.gov.uk/topic/privacy-and-data-protection>

## **2. Payment**

**2.1.** The deposit invoice to secure the booking will be raised once the quote is accepted by you. The payment will be due within 30 days of the invoice date; please refer to the terms on the invoice. If payment is not made within 30 days of the invoice date, this will constitute late payment and will be escalated to Essex County Council's debt recovery team; late payment on an invoice may result in cancellation of your event. The deposit is non-refundable and is required to secure your requested event date.

**2.2.** Final numbers and the remaining balance of the hire fee is due no later than one month before the event date.

**2.3.** Failure to pay within the specified periods may result in your booking being cancelled. If your event date is within one month of booking, the full balance will be payable immediately.

**2.4.** Please follow the payment instructions set out on the invoice that will be sent to you by Essex County Council. Please email us on [Explore.EssexEvents@essex.gov.uk](mailto:Explore.EssexEvents@essex.gov.uk) to confirm when each payment has been made.

## **3. Cancellation policy**

**3.1.** In the event of a cancellation, charges will be made on the following basis according to how much notice is given by the hirer:

Less than 14 days' notice:	50% of the full balance excluding any catering costs. 100% of any catering costs.
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Less than 7 days' notice:	80% of the full balance excluding any catering costs. 100% of any catering costs.
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**3.2.** For a cancellation which occurs more than 14 days' before the event date, all fees paid (excluding the non-refundable deposit) shall be reimbursed to the hirer.

**3.3.** Notice of cancellation must be made in writing by post or email as set out in clause 21.5.

#### **4. Catering**

- 4.1.** External catering providers operate at some of our sites and they are open to the public daily, including on event days. You must ensure that you or your attendees do not block or restrict any access to their establishments.
- 4.2.** Some external providers can offer catering for your booking, and their provision and any associated costs will be offered to you at the time of booking. Final numbers for catering must be provided by the timeline as set out in clause 2.2. You are not obliged to use any catering offered by external catering providers for your event.
- 4.3.** If you wish to book catering via one of the external on site providers, this will be coordinated and facilitated by the Essex County Council contact assigned to you as set out in clause 8.1. If you have any issues with this catering provision, please discuss this with your assigned contact in the first instance. Essex County Council will not be liable for any reimbursements of costs due to inadequate catering provision.
- 4.4.** Any catering facilities arranged by you for the event must be compliant with food safety, and health and safety regulation including food hygiene accreditation.
- 4.5.** If you are organising your own external catering, you will be required to sign a food disclaimer form and provide Essex County Council with details of the food supplier, along with their PLI and risk assessment plan at least 1 month in advance of the event.
- 4.6.** If you are self-catering for the event e.g. purchasing platters from a supermarket, you will only need to sign a food disclaimer form.
- 4.7.** You are not permitted to use any site equipment for the purposes of external or self-catering.

#### **5. Risk assessment and health and safety**

**5.1.** Essex County Council will:

- 5.1.1.** Ensure the site is suitable for the intended use set out in the booking confirmation;
- 5.1.2.** Ensure the site is kept and maintain to a reasonable satisfactory standard;

**5.1.3.** Agree the extent of the use of the site and equipment (if any);

**5.1.4.** Be responsible for the safe evacuation of the site if necessary; and

**5.2.** You must:

**5.2.1.** Ensure that you have a list of attendees in case of an evacuation.

**5.2.2.** Ensure that you implement relevant safety precautions;

**5.2.3.** Ensure you are competent in the use of any equipment used during set-up, event delivery and break-down periods.

## **6. Litter/Cleaning**

**6.1.** At the end of the event, if you have provided your own or external catering, you must ensure you clear the site and event area of litter, remove all rubbish, and sweep any barns/building locations unless agreed otherwise with Essex County Council before the event (in accordance with Clauses 21.5 and 21.6). It is your responsibility to provide rubbish bags and any cleaning materials required for the event.

**6.2.** If catering has been provided by the site, event areas used will be cleared and cleaned by site staff.

**6.3.** You will be responsible for any additional costs incurred by Essex County Council to return the event space to its original condition if you fail to leave the site in a satisfactory condition after the event date.

## **7. Prohibited Acts**

**7.1.** Smoking is strictly prohibited on the site, other than in any designated smoking areas. The buildings on site are all strictly no smoking areas and the use of naked flames, including gas cookers, is strictly prohibited at all times.

**7.2.** Artefacts, displays, fragments or any item found at any site must not be removed from that site.

**7.3.** Vehicles are not permitted in the barns or buildings.

**7.4.** Possession and/or use of illegal drugs is not permitted on site, and it is your responsibility to ensure your guests are not under the influence of illegal drugs. If we have concerns about the presence, use, or influence of illegal drugs at the site, we will contact the police and request their attendance and the event will be shut down with immediate effect. No refund will be provided for loss of event time.

## **8. Obligations of health and safety**

- 8.1.** Contact details for a member of Essex County Council's staff will be provided at the time of booking to assist you with any health and safety queries which you may have during the lead up to the event date.
- 8.2.** A member of site staff will be available during the hire and will greet you on the day of the hire.
- 8.3.** We will ensure that all emergency equipment at the site has been appropriately tested.

## **9. Rights Reserved**

### **9.1.** We reserve the right to:

- 9.1.1.** Accept or refuse a booking at the sole and absolute discretion of Essex County Council, the Site Manager and/or Event's Team Co-ordinator;
- 9.1.2.** Retain the right to access all areas at the event site at any time;
- 9.1.3.** Cancel any booking upon reasonable notice. In the event of cancellation by Essex County Council prior to the event date, all monies paid by you will be fully refunded however Essex County Council will not be liable to pay compensation;
- 9.1.4.** Cancel, postpone, or limit the event if there are any concerns about public safety, health and safety or public order on the day;
- 9.1.5.** Cancel any booking where we feel that the event could pose a reputational risk to Essex County Council;
- 9.1.6.** Stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the site and/or buildings or to risk the safety of people at the event; and
- 9.1.7.** Make changes to the site including but not limited to the interior and/or exterior of the buildings and any changes necessary to comply with safety requirements or other changes in law. We cannot guarantee that the site and its surrounds will be free from additional structures. We will notify you of any significant changes to the site prior to your event date, 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.

## **10. Signs and notices**

- 10.1.** You must not issue, publish, display, or erect any advertisement, poster, programme, or literature that is considered by us, in our sole opinion, to be in bad taste, obscene or harmful to the reputation of the site or to Essex County Council. All advertising at the site and on the surrounding boundaries must be approved by Essex County Council in writing in advance and may incur an additional charge.

## **11. Nuisance**

- 11.1.** You 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.

## **12. Statutory requirements and insurance**

- 12.1.** You 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.

## **13. Indemnity**

- 13.1.** You must indemnify Essex County Council and keep them 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 of your obligations or undertakings contained herein or the exercise or purported exercise of any of the rights given, however nothing in this clause shall limit or exclude your liability for death or personal injury or damage to the property caused by negligence on the part of the you, your employees or agents. Nothing in this clause shall limit or exclude Essex County Council's liability for any matter in respect of which it would be unlawful for Essex County Council to exclude or restrict liability.

## **14. Liability excluded**

- 14.1.** Essex County Council is not to be liable for:
- 14.1.1.** Damage to any of your property or property of your guests attending the site. All items are left on site at own risk;
  - 14.1.2.** Any costs, expenses, payments, or claims whatsoever associated with your event or the event date other than the amount paid by you to us;
  - 14.1.3.** Losses, claims, demands or actions proceeding damages, costs or expenses however incurred by you; and



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- 14.1.4.** Any other liability incurred by you in the exercise or purported exercise of the rights granted by this agreement.
- 14.2.** However, nothing in this clause shall limit or exclude Essex County Council's liability for:
- 14.2.1.** Death or personal injury, or
- 14.2.2.** Damage to property caused by negligence on the part of Essex County Council, its employees, or agents.
- 14.3.** Essex County Council's total liability under this agreement shall be limited to the amount paid by you to Essex County Council for the booking of the event.
- 14.4.** Nothing in this clause shall limit or exclude Essex County Council's liability for any matter in respect of which it would be unlawful for Essex County Council to exclude or restrict liability.

## **15. Damage to site**

- 15.1.** In the event of any accidents or damage to the site and grounds, you must report this to Essex County Council staff on duty immediately so that appropriate action can be taken to minimise permanent damage. If any damage to the event site or grounds caused by you or your event goers or guests is found during or after the event you will be charged the costs of repairing the damage. If the damage cannot be rectified, Essex County Council retains the right to refuse the return of the event, or any future events proposed by you.

## **16. Site availability**

- 16.1.** Any shops and visitor's centres on site may be operational during the event and shared with other partners which may limit the space available to you for your equipment or set-up ticket desks. You acknowledge that not all additional shops, rooms and buildings within the site are available to you unless we have specified these in the booking confirmation or agreed with you in writing prior to the event (in accordance with Clauses 21.5 and 21.6).

## **17. Electrical Requirements**

- 17.1.** All electrical equipment must be suitable for use, safe and comply with all relevant safety standards, including being PAT testing. All cable leads and equipment must be subject to relevant risk assessments and temporarily affixed to the floor to reduce any potential hazards. All affixing of equipment to the area, such as floors and/or wall, must be temporary and must not permanently alter the condition of the buildings or site. You may use your own extension leads provided they are PAT tested.



- 17.2.** Any alteration or addition to power or lighting in the buildings and site must be agreed in advance with us (in accordance with Clauses 21.5 and 21.6) and you must ensure it is carried out by a qualified person to an industry appropriate level.
- 17.3.** Essex County Council will not be liable for power outages, howsoever caused. You must therefore use the electricity at your own risk.

## **18. Dogs**

- 18.1.** Dogs must be kept on leads at all times unless agreed otherwise in advance with Essex County Council (in accordance with Clauses 21.5 and 21.6) and detailed in a risk assessment. Dogs may not be permitted in some of the buildings. If you wish to permit dogs to your events, it is your responsibility to ensure the dogs are controlled and any mess left behind is cleared as part of your litter picking.

## **19. Events outside of our control**

- 19.1.** Essex County Council shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions with you that is caused by events outside of our reasonable control (such as serious damage to the site, 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 will endeavour to notify you as soon as is reasonably practicable. If, as a result of such events, we have no alternative (in our sole and reasonable opinion) but to cancel your booking (for example due to health and safety reasons), we will offer you an alternative event date or refund to you any money you have paid towards your booking but we shall not be liable for any claims for compensation of any description arising out of such alternative date or refund.
- 19.2.** At times, unscheduled works of maintenance or repairs to the buildings may be unavoidable. If we need to cancel the event date due to such works, we will notify you as soon as reasonably practicable and we will refund you all monies you have paid to us for the booking.
- 19.3.** On occasion, scheduled or unscheduled works of maintenance and repair may alter the cosmetic or aesthetic look of the buildings. Provided in our sole and absolute opinion that such alterations do not impact the ability for your event to go ahead as agreed in the booking form, we will not be liable for any claims for compensation of any description, and you will not be entitled to obtain a refund if you choose to cancel the event.

## **20. Statutory requirements and insurance**



- 20.1.** You 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.

## **21. General**

- 21.1.** These terms and conditions apply to the booking period only and nothing in them is intended to create a tenancy, lease, or any continuing rights.
- 21.2.** 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.
- 21.3.** You may not transfer any of your rights or obligations under these terms and conditions to another person without our prior written consent. We can transfer all or any of our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights under these terms.
- 21.4.** No person who is not a party to these terms and conditions shall have any rights under or in connection with it.
- 21.5.** 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](mailto:events.exploreessex@essex.gov.uk) (or to such other address that we notify to you).
- 21.6.** All communications by you to us in respect of notifications (as required by this agreement) must be sent at least one month before the event date unless this agreement expressly states otherwise. Where this agreement requires you to agree something with Essex County Council, you must ensure that this has been agreed at least one month before the event date unless this agreement expressly states otherwise.
- 21.7.** These terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

**Signed** .....

**Printed** .....

**Date** .....