



Part of Essex County Council

Site 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

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 25.5.
- 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** It is your responsibility to send all event management plans and all other relevant documents to Essex County Council, no later than three months before the event date (or such other time as agreed with Essex County Council). Essex County Council will send any relevant documents to the appropriate authorities. Delay in sending the documents may result in cancellation of your event.
- 1.5** During the booking period, you agree and undertake to:
 - 1.5.1** Comply with all applicable laws, statutes and regulations from time to time in force and any relevant policies and guidelines of Essex County Council;
 - 1.5.2** Not use the site other than for the preparation of the event;

- 1.5.3** 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
- 1.5.4** 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.
- 1.6** 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** The remaining balance of the hire fee is due no later than 3 months before the event date.
- 2.3** In the event that you have been quoted a price per participant fee, you must confirm to Essex County Council the total number of participants who attended the event within 7 days of the date of the event. An additional invoice will be raised for the price per participant fee, based on the total number of participants which you confirm to Essex County Council. The payment of the additional invoice 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 also result in any future booking enquiries being denied.
- 2.4** Failure to pay within the specified periods may result in your booking being cancelled. If your event date is within 3 months of booking, the full balance will be payable immediately.
- 2.5** 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 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 2 months' notice: 50% of the full balance including any participant fees outlined in your initial quotation.

Less than 1 months' notice: 80% of the full balance including any participant fees outlined in your initial quotation.

- 3.2** For a cancellation which occurs more than 2 months' 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 25.5.

4 Catering

- 4.1** Any catering facilities arranged by you for the event must be compliant with food safety, and health and safety regulation including food hygiene accreditation. You must obtain a food questionnaire form from the local district council and return to them the completed questionnaire together with a Food & Hygiene certificate no less than 3 months before the event date. There may be a representative from the Environmental Team in attendance during the event.
- 4.2** You will be required to provide Essex County Council with details of the food supplier, along with their PLI and risk assessment as part of your event management plan at least 3 months in advance of the event.

5 Risk assessment and health and safety

- 5.1** You are required to undertake appropriate risk assessments for the booking, and you must submit a copy of this to Essex County Council no less than 3 months before the event date. The risk assessment must include the setting up and breaking down periods prior to and after your event. Essex County Council reserve the right to request additional details if your risk assessment does not meet our required standards.
- 5.2** Essex County Council will:
- 5.2.1** Ensure the site is suitable for the intended use set out in the booking confirmation;
 - 5.2.2** Ensure the site is kept and maintain to a reasonable satisfactory standard;

5.2.3 Agree the extent of the use of the site and equipment (if any); and

5.3 You must:

5.3.1 Ensure that you implement relevant safety precautions;

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

5.3.3 Obtain risk assessments for demonstrators, acts and where livestock is involved (e.g., donkey rides) to show risk considered. Please provide us with a copy of the risk assessment no less than 3 months prior to the event date. If you fail to provide a risk assessment for any activities outside of the general risk assessment, under clause 5.1, we reserve the right to refuse permission for that activity to take place on the event date;

5.3.4 Complete all pre-event safety checks before the event date. 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. If you fail to complete all safety checks, we reserve the right to stop and/or postpone the event until such checks are completed and resolved;

5.3.5 Ensure the provision of first aid cover throughout the duration of the event, including during the set up and breakdown of your event.

5.3.6 Create and share an emergency plan with Essex County Council no later than 3 months before the event date. The plan will need to include the details of:

5.3.6.1 Any first aid company who are providing cover at your event, or details of any first aid personnel if a company is not being used (first aid personnel);

5.3.6.2 The dates and times that the first aid personnel will operate. There must be first aid cover throughout the duration of the event, including during the set up and breakdown of your event; and

5.3.6.3 The specified number of first aid personnel.

5.3.7 The plan must also include the following evidence:

5.3.7.1 Evidence that first aid personnel have been appropriately trained by a recognised professional awarding body; and

5.3.7.2 Evidence that first aid personnel are insured to attend the event up to £10m if they are not already covered under your public liability insurance.

- 5.4** First aid companies or personnel will be allowed to operate vehicles outside of event times to access preauthorised first aid points along the event route. Vehicles must remain stationary when the event is open to the public. Vehicles are only permitted to operate during event times if the event is formally paused and the vehicles are operating for the exclusive purpose of attending to an emergency incident. Vehicles shall be taken to include those expressly stated in Clause 5.5.
- 5.5** The vehicles permitted during an emergency incident are limited to electrically assisted pedal cycles, mountain bikes, fully encased vehicles and emergency vehicles arriving as a result of calling 999. For the avoidance of doubt, for the purpose of this agreement, fully encased vehicles include, but are not limited to 4x4s and ATVs. Quad bikes are expressly prohibited.
- 5.6** When driving vehicles off road, first aid personnel must provide evidence that they have the qualifications to drive vehicles off road and/or have undertaken a physical course with a nationally recognised training provider covering the same course content such as the LANTRA Sit-in Conventional Steer ATV course.
- 5.7** Essex County Council does not allow inflatables at any of our sites.

6 Event management plan

- 6.1** You must submit an event management plan to us no later than three months before the event date. The Event management plan 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, any separate event organisers are deemed to be the Hirers of the site. It is your responsibility as Hirer to comply with any requirements of the statutory consultees. An event management plan must detail all requirements as provided in the Licencing Conditions document provided to you. It is your 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 within the required timescales, Essex County Council reserves the right to cancel the booking in its sole and absolute discretion.

7 Vehicle Access

- 7.1** Where available, if you require overflow parking or access to areas not normally open to public vehicles, you must submit a written request to us as part of the event management plan no later than three months before the event. There may be an additional charge for hiring the site for parking, this charge will be determined by Essex County Council at its sole discretion.



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- 7.2** Only pre-authorised vehicles have permitted access to the event site whilst the events gates are open. Pre-authorised vehicles include, but are not limited to Essex County Council vehicles, and any emergency vehicles called on site as a result of a 999 call to emergency services. It is your responsibility to ensure this is adhered to. Failure to clear un-authorised vehicles from the event site may result in a delay of opening the event.
- 7.3** You must notify Essex County Council of any vehicle weighing above 3.5 tonnes, that will be present at any time on site (including during the periods for setup and takedown) in accordance with Clauses 25.5 and 25.6. Vehicles above 3.5 tonnes are strictly prohibited from being parked on any grass areas, without the prior consent of the Explore Essex events team and park manager.
- 7.4** You must ensure that any access ways, pathways, roads, and walkways are kept clear from vehicles, stalls, and rubbish at all times.

8 Licenses & Temporary Event Notices

- 8.1** The sites are not licensed premises, and you may be required to obtain a Temporary Events Notice ("TEN") for your event if needed. It is your responsibility to check if you need a TEN, and apply for this. This must be provided to us in advance.
- 8.2** You must provide us with an exhaustive list of all alcohol vendors that will trade at the event. This list must be sent to us at least 4 weeks prior to the event date and must contain a copy of the personal license that such vendor will use to trade. If we do not receive such list, then we reserve the right to refuse vendors trading at the event. Vendors must have all details and license information with them on the event day as all licenses will be checked.
- 8.3** 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.

9 Litter/Cleaning

- 9.1** At the end of the event, 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 25.5 and 25.6). This includes litter picking and emptying of the bins around the site throughout the event. It is your responsibility to provide rubbish bags and any cleaning materials required for the event.
- 9.2** You will be responsible for any additional costs incurred by Essex County Council to return the event site to its original condition if you fail to leave the site in a satisfactory condition after the event date.
- 9.3** You are responsible for hiring a skip at your own costs to cover all excess rubbish. If a skip is hired, this must be stated in the event management plan. All rubbish bags must be removed from the event site immediately and taken to the skip to prevent a build-up of rubbish around the site. Collection of the skip and its content must be within the agreed hiring period unless an alternative date has been agreed in writing with us prior to the event in accordance with Clauses 25.5 and 25.6. If the skip remains uncollected after the agreed collection date, you will be responsible for further site hiring charges calculated per hour in accordance with the original booking fees.

10 Public liability insurance

- 10.1** You must hold and maintain employers liability insurance, product liability insurance and public liability insurance of no less than £10 million for each claim arising out of any one event to cover any potential liability. You must provide us with all relevant insurance documentation no later than 3 months prior to the event date.

11 Prohibited Acts

- 11.1** 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.
- 11.2** The use of barbeques and fires on site is not allowed unless we have provided permission in writing prior to the event. If permitted, fires must be continuously 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 use of the furnaces is strictly prohibited. Open flames must be contained / controlled, and a bucket of water or fire extinguisher must always be next to the fire.
- 11.3** Heavy machinery, livestock, equine activities, and motorcycles are not permitted on site without our prior written approval.

- 11.4** Artefacts, displays, fragments or any item found at any site must not be removed from that site.
- 11.5** Vehicles are not permitted in the barns or buildings.
- 11.6** 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.

12 Obligations of health and safety

- 12.1** 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.
- 12.2** We will ensure that all emergency equipment at the site has been appropriately tested.

13 Rights Reserved

13.1 We reserve the right to:

- 13.1.1** 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;
- 13.1.2** Retain the right to access all areas at the event site at any time;
- 13.1.3** 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;
- 13.1.4** Cancel, postpone, or limit the event if there are any concerns about public safety, health and safety or public order on the day;
- 13.1.5** Cancel any booking where we feel that the event could pose a reputational risk to Essex County Council;
- 13.1.6** 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

13.1.7 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.

14 Signs and notices

14.1 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.

15 Nuisance

15.1 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.

16 Statutory requirements and insurance

16.1 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.

17 Indemnity

17.1 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.

18 Liability excluded**18.1** Essex County Council is not to be liable for:

18.1.1 Damage to any of your property or property of your guests attending the site.
All items are left on site at own risk;

18.1.2 Any costs, expenses, payments, or claims whatsoever associated with your event or the event date other than the amount paid by you to us;

18.1.3 Losses, claims, demands or actions proceeding damages, costs or expenses however incurred by you; and

18.1.4 Any other liability incurred by you in the exercise or purported exercise of the rights granted by this agreement.

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

18.2.1 Death or personal injury, or

18.2.2 Damage to property caused by negligence on the part of Essex County Council, its employees, or agents.

18.3 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.

18.4 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.

19 Damage to site

19.1 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 goes 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.

20 Site availability

20.1 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 25.5 and 25.6.

21 Electrical Requirements

- 21.1** All electrical requirements must be included in the event management plan. 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.
- 21.2** Essex County Council can provide external electricity at certain sites subject to a charge payable by the client to Essex County Council. However, if you do not wish to pay this charge, or if the site you are hiring does not have this option available, it is your responsibility to provide a generator if electricity is required and all cables must be IP rated for external use.
- 21.3** Any alteration or addition to power or lighting in the buildings and site must be agreed in advance with us (in accordance with Clauses 25.5 and 25.6) and you must ensure it is carried out by a qualified person to an industry appropriate level.
- 21.4** Essex County Council will not be liable for power outages, howsoever caused. You must therefore use the electricity at your own risk.

22 Dogs

- 22.1** Dogs must be kept on leads at all times unless agreed otherwise in advance with Essex County Council (in accordance with Clauses 25.5 and 25.6) 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.

23 Events outside of our control

- 23.1** 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.
- 23.2** 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.
- 23.3** 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.

24 Statutory requirements and insurance

- 24.1** 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.

25 General

- 25.1** 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.
- 25.2** 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.



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- 25.3** 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.
- 25.4** No person who is not a party to these terms and conditions shall have any rights under or in connection with it.
- 25.5** 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).
- 25.6** 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.
- 25.7** These terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

Signed

Printed

Date