

CONDITIONS FOR THE HIRE OF LAND FOR THE PURPOSE OF A LARGE PUBLIC EVENT OR FUNCTION ("HIRE CONDITIONS")

LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 12.

1. Definitions

1.1. The following definitions apply to these Hire Conditions:

Agreement: the agreement between the Hirer and the Trust for the hire of the Land in accordance with the Hire Details, these Hire Conditions and Schedule(s).

Application Form: the application form submitted by the Hirer, approved by the Trust in writing and attached as a Schedule to this Agreement.

Applicable Laws: applicable provisions of all statutes, laws (including the common law), bylaws, statutory requirements, codes, rules, regulations, ordinances, orders of any relevant government authority, government approvals, orders, decisions, injunctions, judgements, awards, decrees of or agreements with any relevant government authority.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Charges: the charges payable by the Hirer for the hire of the Land as set out in the Hire Details or if not specified in the Hire Details, the charges for the hire of the Land as set out in the Trust's price list published on the Trust's website applicable at the date the Application Form is approved by the Trust. All charges are reviewed in October each year.

Estate: the land comprising the entire Estate managed by the Trust.

Event: the event or function for which the Hirer is hiring the Land, as specified in the Hire Details.

Hirer: the hirer as set out in the Hire Details.

Hire Period: the dates of hire of the Land as set out in the Hire Details.

Land: The part of the Trust's estate identified on the site plan in the Application Form to be used for the Event.

Land Bond: The charge as set out in the Hire Details to be paid and held by the Trust for the recovery of certain charges and losses as set out in these Hire Conditions.

Trust: The Box Moor Trust (charity number: 206142) of The Box Moor Trust Centre, London Road, Hemel Hempstead, HP1 2RE.

1.2. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3. Any words following the terms including, include, in particular, for example, or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4. A reference to writing or written includes fax and email.

2. **Confirmation of Hire**

2.1. Any hire is subject to;

2.1.1. the Hirer submitting a complete and accurate Application Form to the Trust;

2.1.2. the Trust approving this Application Form;

2.1.3. an executed Agreement; and

2.1.4. full payment of all Charges the Hire Agreement.

2.2. The Trust reserves the right to modify any of these Hire Conditions, or to impose special conditions where it is required in the reasonable opinion of the Trust.

3. **Licence and Use of Land**

3.1. Subject to clause 13, the Trust grants the Hirer a right for the Hire Period to enter and use the Land for the Event in accordance with these Hire Conditions. The Hirer acknowledges that:

3.1.1. they shall have the right to enter and use the Land as a licensee only and no relationship of a landlord and tenant is created between the Trust and Hirer by this Agreement; and

3.1.2. the Trust retains control, possession and management of the Land and the Hirer has no right to exclude the Trust from the Land. The Trust reserves the right to enter the Land at all times during the Hire Period and in its absolute discretion to refuse or, to direct the Hirer to refuse, admission of or, to evict any person from the Land.

3.2. It is the responsibility of the Hirer to determine the layout of the Event, submitting a site plan along with the Application Form. The Trust reserves the right to request any amendment to the Event layout before agreeing to any Hire.

3.3. It is the responsibility of the Hirer to provide adequate toilet and washing facilities and determine the number and layout, depending on the type and size of the Event. Full and complete details must be provided on the Application Form. The Trust reserves the right to request any amendment before agreeing to any Hire. The Hirer will be responsible for the removal from site of all waste generated in connection with the Event. Any cost incurred by the Trust for the removal of waste in connection with an Event will be charged to the Hirer and/or recovered from the Land Bond.

3.4. The Hirer is responsible for ensuring the noise level does not exceed any level set by the Local Authority for the entire Hire Period. Should the noise level be exceeded, and the Hirer fails to reduce the noise level to the level set by the Local Authority, or less, clause 3.6 shall apply.

3.5. The Hirer is responsible for ensuring that any generators used are silent and located away from surrounding neighbouring properties, to cause the least disturbance to the public or any owner or occupier of neighbouring property.

3.6. The Trust reserves the right to recover any loss or damage from the Hirer, and/or the Land Bond and/or cancel the Event and charge the applicable cancellation fee, as a result of any failure by the Hirer to comply with this clause 3 or comply with an instruction of the Trust to ensure compliance with the requirements of this clause 3.

4. Hirer Obligations

- 4.1. The Hirer agrees and undertakes that for the period of the Agreement and Hire Period:
 - 4.1.1. Not to use the Land for any purpose other than the Event.
 - 4.1.2. To comply, at all times, with all Applicable Laws, bylaws, regulations and statutory requirements.
 - 4.1.3. Not to do or permit to be done anything on the Land which is illegal or which may be or become a nuisance (whether actionable or not), offensive, annoyance, inconvenience or disturbance to the Trust or to any other customers of the Trust, the public or any owner or occupier of neighbouring property. Under the Counter Terrorism and Security Act 2015, the Hirer shall not allow the premises to be used to disseminate extremist views. If it appears likely to the Trust that such activity will take place during the Hire, the Trust reserves the right to recover any losses or charges from the Hirer, and/or the Land Bond and/or to cancel the Hire immediately and, and charge the applicable cancellation fee. The Trust reserves the right to report evidence of illegal activities on the premises to the police and assist in their enquiries.
 - 4.1.4. To comply and ensure that its staff, agents and any third parties it engages to supply services at the Event, comply with these Hire Conditions and any requests, instructions or notices from the Trust, and/or statutory bodies (including but not limited to the police, fire service and environmental health) and use reasonable efforts to ensure that any guests or other persons present at the Event comply.
 - 4.1.5. To procure and maintain throughout the Hire Period and for six years thereafter, a policy of insurance with a reputable insurer and in accordance with industry standard against third party risks/public liability to a minimum value of £10,000,000 (ten million pounds) for any one claim. A valid copy of the policy document must be submitted alongside the Application Form or be received by the Trust not less than 10 (ten) weeks prior to the commencement of the Hire Period, except in circumstances approved by the Trust. The Trust, in its absolute discretion, reserves the right to cancel the Hire if the Hirer is unable to comply with this clause 4.1.5, and charge the applicable cancellation fee or request a Hirer to increase their third-party risks/public liability insurance cover.
 - 4.1.6. To indemnify and be liable for any third parties it engages to supply services to the Event.

5. Licencing, Notifications and Permission

- 5.1. The Hirer is responsible for ensuring they obtain the necessary permissions, licences from and provide the necessary notifications to local authorities, including but not limited to Dacorum Borough Council's licencing team, prior to the first day of the Hire Period.
- 5.2. The Hirer must supply copies of all applicable licences, permissions obtained, and notifications to the Trust, prior to the first day of the Hire Period.
- 5.3. Should the local authority determine the Event has not met the requirements of licencing, permissions and/or notifications, and demands the cancellation of the Event, the Trust is entitled to cancel the Event and the applicable Cancellation Fee will apply.

- 5.4. The Hirer must seek advice, and permission of the local authority regarding the display and posting of advertisements relating to the Event.
- 5.5. It is the Hirer's responsibility to determine the number of persons to be admitted to the Event and where applicable, shall be in accordance with any fire officer's recommendations. The Hirer, if specifically requested to do so, shall keep a record of the number of persons admitted for inspection.

6. Hire Period

- 6.1. The Hirer must adhere to the Hire Period granted by the Trust. Any Hire Period is deemed to include set up and take down times. All amusements and entertainments must end by 9:30p.m each evening, including weekends, unless otherwise agreed, in writing, by the Trust. There must be no arrival on to/vacating of site or the setting up/dismantling of equipment between the above finishing times and 08.30am the following morning
- 6.2. The Hirer must ensure the Land is vacated on or before the end of the Hire Period by all members of the public, staff, agents and any third parties it engages to supply services at the Event.
- 6.3. Should the Hire Period be exceeded, the Trust reserves the right to levy a surcharge for the additional time of occupation, with a minimum of one full day charged, per day or part thereof, plus any additional staffing costs.

7. Hirer's Equipment, Car Parking and Vehicle Access

- 7.1. The Hirer's equipment or property may only be stored on the Land during the Hire Period. Any such equipment or property shall be stored entirely at the risk of the owner of such property or equipment, and the Trust shall not accept responsibility for any loss of, or damage to, any equipment or property stored.
- 7.2. The Hirer is responsible for the operation of any equipment brought onto the Land. If the event includes 'rides' the Hirer must provide up to date copies of all ADIPS Ride Worthiness Certificates for each individual ride fifteen (15) working days before the first date of hire. No ride will be permitted on site without prior written approval, from the Trust.
- 7.3. Upon request, the Hirer must be able to demonstrate that portable electrical equipment has been tested and certified by a Portal Appliance Testing (PAT) registered electrical inspector. Upon request, the Hirer must provide all relevant information about any hazardous substances to be stored on site during the period of hire (e.g. COSHH Data Sheets, Risk Assessments etc.).
- 7.4. The Hirer must be always aware of the movements of the public. Public access cannot be restricted in any area of the Estate and/or Land.
- 7.5. The Hirer shall be responsible for the control of all vehicles on the Land throughout the Hire Period (including set-up and take down times). Vehicles must be parked only in designated parking areas and must not be driven outside of the Land and/or as specified in this Agreement or, by the Estate Manager. Under no circumstances will the Trust accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left on the Land.

- 7.6. The Hirer is responsible for ensuring access to the site for any necessary emergency vehicles. Should any access gate or bollard be damaged in order for the emergency services to gain access to the site, the Trust reserves the right to recharge the Hirer for any expenses incurred in the reinstatement of the gates or bollards.

8. Damage to the Land

- 8.1. The Hirer shall and shall ensure that the public, and its staff, agents and any third parties it engages to supply services at the Event shall not cause any damage to the Land and/or Estate and in particular shall:

8.1.1. Not display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Land without the prior written consent of the Trust. Fly- Posting across the Land or any of the estate of the Trust is strictly prohibited;

8.1.2. Not alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances on the Land, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Trust; and

8.1.3. Make suitable arrangements for the collection and removal of litter and refuse, during the Hire Period and remove the Hirer's decorations, displays and any other Hirer equipment from the Land at the end of the Hire Period, leaving the Land in a clean and tidy condition.

- 8.2. The Hirer shall be liable for the repair or reinstatement of the Land and/or Estate caused as a direct or indirect result of the Hire and is required to report any such damage immediately to the Trust.

- 8.3. Water can be drawn from the mains supply using a standpipe supplied by the Trust. A meter reading will be taken before and after the Hire Period. The Trust shall be entitled to charge the Hirer for and/or deduct charges from the Land Bond for water usage, per unit, at the rate the Trust is charged, per unit, by the water authority.

- 8.4. The discharge of any water or sanitary waste onto the land is strictly prohibited. Sanitary waste generated by the Hirer during the Hire Period must be disposed of via the site Elsan point.

- 8.5. The Trust shall be entitled to charge the Hirer in full and/or deduct from the Land Bond for any costs, fees or expenses incurred by the Trust under this clause 8.

9. Health and Safety

- 9.1. The Hirer must provide a full and thorough fire risk assessment, event risk assessment and event safety plan for the Event before the Trust will approve the Application Form. This must include all activities to be undertaken as part of the Event (including but not limited to set up and take down) and provide for adequate first aid provision and access for emergency vehicles. The Trust reserves the right to request amendments to a Hirers risk assessment, fire risk assessment and event safety plan.

- 9.2. The Hirer must provide the Trust with updated fire risk assessment, event risk assessment and event safety plans 14 days before the first date of the Hire Period. Should the Trust not be satisfied as to the adequacy of the fire risk assessment, event risk assessment and event

safety plans and/or have any concerns as to the safety of the Event arising out of these, the Trust is entitled to request any amendments, and if not complied, reserves the right to cancel the Event and charge any relevant Cancellation Fee.

- 9.3. If the Hirer is to provide catering to the public at the Event, the Hirer and/or any third party it engages must hold the necessary valid food hygiene certificates and be able to provide copies, if requested, to the Trust.
- 9.4. The Hirer is responsible for maintaining public safety for the Event for the entire Hire Period, including the safety and wellbeing of any children or vulnerable adults at the Event or related to the Event.
- 9.5. The Hirer must inform the Trust of any accidents, incidents, damage or near misses that occur at any time during the Hire Period, in writing within one working day of the notifiable incident occurring. Notification can be emailed to admin@boxmoortrust.org.uk

10. Third parties

- 10.1. The Hirer must obtain the Trust's prior written approval for any third parties it engages to supply goods or services at the Event. The Hirer shall at all times, be responsible for the acts, errors or omissions of any third party it engages to supply goods or services, as if they were its own acts, errors or omissions and any engagement shall not relieve the Hirer of any of its obligations under this Agreement.
- 10.2. It is the Hirers responsibility to ensure any third parties it engages to supply goods or services at the Event have the relevant and valid licenses, and permissions, including but not limited to, risk assessments, food hygiene certificates and insurance. The Trust is entitled to request copies at any time.

11. Charges

- 11.1. The Hirer shall pay the Charges in accordance with this clause 11.
- 11.2. The Hirer shall pay the Trust the Charges irrespective of whether the Hirer utilises the whole, or any part, of the Land and/or Hire Period.
- 11.3. The Trust may, in its sole discretion, require the Hirer to pay a Land Bond to be held by the Trust for the recovery of any damages, costs, expenses, fees or losses under these Hire Conditions. The Trust shall set the appropriate amount to be paid. In the event, that no amounts are recovered by the Trust against the Land Bond, this shall be returned to the Hirer within fourteen (14) days of the end of the Hire Period.
- 11.4. Any Charges under these Hire Conditions are payable within 14 days of the date of the invoice and all Charges must be received at least 14 days before the Event. The Trust may issue an additional invoice after the Event for any further Charges due the Hirer's failure to comply with these Hire Conditions and shall be payable by the Hirer within seven (7) days of receipt.
- 11.5. If the Hirer fails to make any payment due to the Trust under the Agreement by the due date for payment, then, without limiting the Trust's remedies under these Hire Conditions, the Trust reserves the right to cancel the Hire with immediate effect under clause 13, and/or the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4%

a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 11.6. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12. Indemnity and Liability

- 12.1. The Hirer shall indemnify, defend, and hold harmless the Trust on demand from all costs, damages, losses, liabilities, fines, expenses, proceedings, claims, liabilities or fees (including legal fees) to the extent incurred, as a result of, or in connection with:
- 12.1.1. Any act, omission or negligence of the Hirer, its' employees, agents or any third party it engages to supply services or goods at the Event; or
- 12.1.2. Any breach or non-observance by the Hirer, its' employees, agents or any third party it engages to supply services or goods at the Event of its obligations under these Hire Conditions, provisions of the Agreement or Applicable Law.
- 12.2. The restrictions on liability in this clause 12 apply to every liability arising in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise. Under no circumstances shall either party be liable to the other, whether in contract or tort (including negligence) breach of statutory duty or otherwise, for any indirect or consequential loss arising under or in connection with these Hire Conditions.
- 12.3. Nothing in these Hire Conditions limits or excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by Applicable Law.
- 12.4. The Trust shall not be liable for damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Event.
- 12.5. Subject to clause 12.3, the Trust's total liability to the Hirer shall not exceed the amount of the Charges paid under the Agreement.

13. Cancellation

- 13.1. The Trust may cancel the Hire with immediate effect by giving the Hirer notice in writing if:
- 13.1.1. the Hirer fails to pay any amount due under the Agreement on the due date for payment;
- 13.1.2. the Hirer, its' employees, agents or any third party it engages to supply services or goods at the Event commits a material breach or is anticipated to commit a material breach of any term of the Agreement;
- 13.1.3. in the sole discretion of the Trust, the Trust deems that the Event cannot take place due to adverse weather and/or the unfitness of the ground conditions. Where reasonably and practically possible, notification of cancellation will be conveyed to the Hirer not later than 5.00 p.m. on the day prior to the first day of the Hire Period;

- 13.1.4. in the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the Land and/or means the Event cannot take place;
 - 13.1.5. the Trust is of the opinion that the Event is likely to cause offence, incite violence or unlawful behaviour, be discriminatory, unlawful or illegal;
 - 13.1.6. at any time prior to the commencement of the Hire Period, it shall appear to the Trust that the Hirer has made a material omission from, or misstatement in the Application Form;
 - 13.1.7. for any other reason in the sole discretion of the Trust;
 - 13.1.8. the Hirer takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 13.1.8;
 - 13.1.9. the Hirer suspends or ceases, or threatens to suspend or cease, carrying on business;
 - 13.1.10. the Hirer 's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or
 - 13.1.11. the Hirer is unable to perform its obligations in connection with the Agreement.
- 13.2. If the Hire is cancelled under clause 13 by the Trust or cancelled by the Hirer for any reason, then the Trust will apply the below cancellation fee.

Cancellation before the date of the Event	Cancellation fee
More than 5 weeks but less than 10 weeks before the date of the event	50% of the Charges
Less than 5 weeks before the date of the event.	100% of the Charges

- 13.3. If the Hire is cancelled by the Trust for a reason under clause 13.1.3, clause 13.1.4, clause 13.1.7 and clause 15, the Trust reserves the right, in its absolute discretion to re-book for an alternative date, subject to availability, and/or charge a cancellation fee.
- 13.4. The Trust shall not be liable for any consequential or indirect loss arising from the cancellation of the Hire.
- 13.5. On completion or cancellation of the Hire for whatever reason:
 - 13.5.1. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
 - 13.5.2. completion or cancellation of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any

breach of the Agreement which existed at or before the date of completion or cancellation.

14. Exclusions

- 14.1. The following is expressly prohibited for the Hire Period, without the prior written consent of the Trust:
- 14.1.1. No broadcast or television performance, either live or recorded. Applications for such consent must be made at least twenty-eight (28) days before the date of the proposed recording or transmission.
 - 14.1.2. No hawker, vendor, collector, or canvasser shall be admitted to the Event.
 - 14.1.3. No sweepstakes, raffle or other form of lottery shall be promoted, conducted, or held, except such a lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and with written prior consent of the Trust, and evidence that the relevant statutory licence of permit has been obtained.
 - 14.1.4. No inflatable structures are permitted.
- 14.2 The following are not permitted on the Land and/or to be used for the Event; glass, articles of a flammable, explosive, dangerous, noxious, intoxicating or offensive nature save for any fireworks. Open fires and/or barbeques may be permitted with the prior written consent of the Trust.
- 14.3 Under the Health Act 2006 smoking is illegal in any public building or place of work. This shall include any other enclosed temporary structures such as a marquee with a ceiling and more than 50% walls.
- 14.4 Not to bring or permit to be brought any animal onto the Land without the prior written consent of the Trust, with the exception of assistance dogs, within the meaning of the Equality Act 2010, and or, domestic dogs and cats belonging to the hirer or any person working alongside the hirer.

15. Data protection

- 15.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

16. Force majeure

- 16.1. Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 10 days' written notice to the affected party.

17. General

17.1. Assignment and other dealings

17.1.1. The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or seal in any other manner with any or all of its rights and obligations under the Agreement without the Trusts prior written consent.

17.1.2. The Trust may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Agreement.

17.2. Entire Agreement

17.2.1. The Agreement constitutes the entire agreement between the parties.

17.2.2. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representations, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall give no claim for innocent or negligence misrepresentation based on any statement in the Agreement.

17.3. Variation

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their representatives).

17.4. Waiver

17.4.1. A waiver or any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.4.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the future exercise of that or any right or remedy.

17.5. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause 17.5 shall not affect the validity and enforceability of the rest of the Agreement.

17.6. Notices

17.6.1. Any notices given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or sent by email.

17.6.2. Any notice shall be deemed to have been received:

17.6.2.1. if delivered by hand, at the time the notice is left at the proper address;

17.6.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

17.6.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

17.6.3. This clause 16.6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.7. Third party rights

17.7.1. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8. Governing law

17.8.1. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

17.9. Jurisdiction

17.9.1. Each party irrevocably agrees that the courts of England and Wales 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 or its subject matter or formation.