

TERMS AND CONDITIONS

1. RIGHTS GRANTED

In consideration of the Event Organiser complying with its obligations under this Agreement, PFPMT hereby grants to the Event Organiser the right and licence to enter upon and use the Site for the purposes only of the Event.

2. PROVISIONAL BOOKINGS, DEPOSIT AND PAYMENT

- 2.1. The Deposit (usually 30% of the agreed hire fee) is payable to PFPMT in order to confirm a booking. The Event Organiser shall return to PFPMT the Deposit together with written confirmation of the booking by such date as PFPMT shall prescribe. PFPMT will treat a booking as provisional until it is confirmed in writing by both parties, with the Deposit returned to it. If this is not received by the prescribed date, the booking shall be cancelled.
- 2.2. PFPMT will accept a provisional booking, but should another client subsequently wish to book the same date(s), the Event Organiser will be asked to confirm its booking and pay the Deposit within 48 hours. If the Deposit and written confirmation are not received within this period, PFPMT will cancel the booking.
- 2.3. The balance of the Hire Fee must be paid on or before the agreed Payment Date or at least one month prior to the Event, whichever is earlier.
- 2.4. All payments shall be exclusive of Value Added Tax (VAT) which shall be payable, where relevant, in addition by the Event Organiser.
- 2.5. All payments must be made in sterling and PFPMT may charge interest at the rate of 2% above the NatWest base rate on the amount due for each 28- day period (or part thereof), during which such undisputed amount remains unpaid.

3. EVENT ORGANISATION AND SUPPLIERS

- 3.1. The Event Organiser agrees and undertakes as follows in relation to the Site:
 - a) that the Site shall only be used for the purpose of the Event, that it shall at all times take every reasonable care to ensure the proper and careful use of the Site and that its use of the Site shall not interfere with PFPMT normal use of any adjoining property, without PFPMT prior written approval;
 - b) to use the Site so that it is at all times maintained in a clean, tidy and safe condition. All litter shall be removed by the Event Organiser or its appointed sub-contractor no later than the end of the Hire Period;
 - c) not to enter other areas of PFPMT property surrounding the Site or allow its sub-contractors or visitors to the Event to access such areas;
 - d) to set up on the Site structures of a temporary and moveable character only with the prior approval of PFPMT
 - e) to keep strictly within the limits of the Site and to avoid any utility lines, pipes or cables and other sensitive areas marked on the plan;
 - f) only to use those access routes notified to you by PFPMT and not to permit any obstruction to any roads or paths in the vicinity of the Site;

- g) not to permit or suffer any immoral or disorderly conduct upon the Site. Not to hold any political or religious rally or campaign. All events must comply with current legislation
- h) to conduct, promote and manage all entertainment provided on the Site in a reputable, lawful and orderly manner;
- i) not to do or permit to be done upon the Site any act or thing which may be or become a nuisance, damage, annoyance or disturbance to PFPMT or to the owners or occupiers of any neighbouring property and in particular not to use any electrical equipment in such a way as to damage or otherwise interfere with PFPMT electrical installations and to ensure that no appliances or apparatus are connected to the Site's electrical systems without PFPMT prior consent;
- j) to be responsible for the security of the Site during the Hire Period, to provide adequate security at the Site during the Hire Period and to ensure that all security arrangements have been agreed and approved 14 days in advance of the Hire Period by PFPMT (such approval not to be unreasonably withheld);
- k) to comply with this Agreement and ensure that all persons attending the Event, and its staff and its permitted sub-contractors comply (where relevant) with the terms and conditions of this Agreement; and
- l) to comply with all reasonable instructions of the PFPMT representative in relation to the use of the Site.

3.2. The Event Organiser agrees and undertakes as follows in relation to the Event:

- a) at its expense to give all necessary notices and to obtain all necessary licences and consents from all relevant local or public authorities and any other licensing bodies and persons for all activities carried out on the site or any part of it, including, but not limited to public entertainment licence, food hygiene certificates, liquor licence and public performance licences, as from time to time required by law. To ensure all licensable activities under the Licensing Act 2003 are carried out in accordance with the terms and conditions of the Site's Premises Licence
- b) at no cost to PFPMT, to organise, promote and manage the Event to the highest appropriate standards and in accordance with any reasonable requirements or specifications which may be set by PFPMT from time to time and any relevant requirements which may from time to time be laid down by law;
- c) to make all necessary arrangements for the Event including approaching companies and individuals to take part in the Event;
- d) to submit for PFPMT approval as early as possible but in any event no later than 14 days before the Event, the Event Plan and to comply with any reasonable request from the PFPMT representative to alter or modify any part of the final Event Plan;
- e) to perform its obligations under this Agreement to the best of its skill and ability and diligently;
- f) that it shall not, and the Event Organiser shall procure that its agents, employees, sub-contractors and any other firm, individual or company involved in any way with the Event shall not at any time do any act or thing which may, or omit to do any act or thing which may by its omission, affect or damage the reputation, image or standing of PFPMT. If PFPMT considers that the Event Organiser's agents, employers, sub-contractors

and any other firm, individual or company involved in any way with the Event do bring PFPMT into disrepute, the Event Organiser shall ensure that such agents, employees, sub-contractors, individual or company involved shall not be present at the Event

- g) to inform the police, local fire and rescue authorities, local government bodies, including environmental health, of the Event and to follow promptly any recommendations they may give in relation to the Event. Evidence that these criteria has been fulfilled should be supplied to PFPMT by the Event Organiser on request
 - h) to provide the necessary stewards, security and other staff to work in conjunction with the relevant members of staff of PFPMT to ensure that the public or visitors are admitted to the Site in safety
 - i) that it has arranged insurance cover for the Event including without limitation adequate public liability insurance for injury or death of any attendees, participants, officials or spectators with an insurance company of good repute and shall provide evidence of such insurance to PFPMT
 - j) to comply with the Health and Safety at Work etc Act 1974 (as amended), all applicable laws and regulations and to comply with PFPMT health and safety policy and follow any risk assessment and codes of practice and such other codes or requirements of PFPMT concerning health, safety or event management in operation at the time of the Event
 - k) not later than the end of the Hire Period to remove from the Site anything which has been brought into the Site (other than things brought into the Site by PFPMT) for the purposes of or in connection with the Event and bring any damage to the PFPMT representative's attention. If, in the reasonable opinion of the PFPMT representative, the Event Organiser has failed to comply with the above requirements PFPMT will, at the Event Organiser's expense, do all that is necessary to comply with the said requirements.
 - l) to appoint a person as its named representative who has full control and responsibility for safety procedures during the Event, including where appropriate evacuation procedures in the event of his/her perception that any security matter, including bomb alert, fire or the behaviour of those attending the Event, warrants such control and implementation of procedure and who shall ensure that PFPMT safety procedures are adhered to. Where the PFPMT representative considers that the named representative has failed to act, the PFPMT representative shall assume control and responsibility for enforcing PFPMT safety procedures
 - m) that it is responsible for the conduct and behaviour of its guests and/or visitors at the Event and shall ensure that where a person's conduct or behaviour is unacceptable, that person is removed from the Site.
 - n) to notify PFPMT of any damage to the Site, the neighbouring property or its contents in order that PFPMT may make good such damage (at the Event Organiser's cost).
- 3.3. The Event Organiser's named representative must be on site at all times during the setup, running and dismantling of the Event to supervise all suppliers and must not leave the site until the suppliers leave. Such representative must have complete authority to ensure compliance by the suppliers with this Agreement and PFPMT requirements.
- 3.4. The PFPMT Representative may require the Event Organiser's named representative to interrupt or terminate the Event at any time if s/he believes that the Site's contents/structure are at any risk of damage or if the safety of

people at the Site is, or is about to be jeopardised, or put at risk. In such circumstances, PFPMT will not be responsible for any loss the Event Organiser, its suppliers or any visitors may suffer.

- 3.5. PFPMT accepts no responsibility for any items or articles brought to the Site by the Event Organiser or any guest or for any item or articles left at the Site following the conclusion of the Event. PFPMT shall have the right to remove and discard anything left at the Site after the Hire Period has ended. If anything appears to the PFPMT representative to be an article of value s/he may, if s/he thinks fit, store such article. PFPMT accepts no liability for the safe keeping of such stored articles which are stored at the Event Organiser's sole risk.

4. PUBLICITY

- 4.1. All publicity material, including social media posts, press releases and other press/marketing collateral relating to the Event must credit PFPMT and the Site in a form to be mutually agreed in writing.
- 4.2. The Event Organiser will not make any representations to the effect that the Event is endorsed by PFPMT, without PFPMT written consent.

5. MATTERS REQUIRING POTTERS FIELDS PARK MANAGEMENT TRUST'S CONSENT

Before the Event the Event Organiser must (where relevant):

- 5.1. obtain PFPMT written consent to any admission arrangements or charges whether by ticket or otherwise;
- 5.2. be responsible for the identification and notification to PFPMT in writing in advance of the Event of any special factors or associated risks;
- 5.3. **Inform PFPMT of who the end client is at the time of booking and make them aware of any branding that will be on the site. PFPMT undertakes to keep this confidential at the written request of the event organiser.**

6. TERMINATION AND CANCELLATION

- 6.1. PFPMT shall be entitled to terminate this Agreement by immediate written notice to the Event Organiser if:
- a) the Event Organiser is in material breach of any of the terms of this Agreement or the final Event Plan and has not remedied such breach within reasonable period of a notice from PFPMT requiring it to be remedied; or
 - b) the Event Organiser ceases to trade or carry on business or is unable to pay its debts or becomes insolvent or enters into receivership, administration or liquidation.
- 6.2. In the event of cancellation as set out in clause 6.1 or any other breach of this agreement, PFPMT reserves the right to charge cancellation fees as set out in 6.3 below.
- 6.3. The Event Organiser may cancel this Agreement by giving written notice to PFPMT provided that the Event Organiser shall compensate PFPMT for any damage or loss suffered by it as a result of the cancellation. In the event of cancellation by the Event Organiser, PFPMT reserves the right to charge the following cancellation fees:

Cancellation more than six months before the Hire Period	10% of the Hire Fee
less than six months and more than 61 days before the Hire Period	25% of Hire Fee
less than 60 days and more than 31 days before the Hire Period	50% of Hire Fee
less than 30 days before the Hire Period	100% of Hire Fee.

Potters Fields Park Management Trust Ltd is entitled to retain the Deposit in part payment of such cancellation fees.

6.4. Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages from the others.

7. LIABILITY AND INDEMNITY

7.1. PFPMT shall not be liable for any delay in performance or breach of this Agreement or termination of the licence granted to the Event Organiser due to any event beyond its control including (but not limited to) fire, flood, storm, strike, lockout, electrical failure, Act of God, explosion, war, terrorist activity, Royal demise or other Royal ceremony and acts of governmental or parliamentary authority. PFPMT shall give notice forthwith to the Event Organiser upon becoming aware of such an event.

7.2. PFPMT shall be liable in respect of death or personal injury or any loss or damage suffered by the Event Organiser or any person attending the Event or any person involved in any way with the Event or any user of the Site who is not attending the Event, which arises out of the fault or negligence of PFPMT or any of its employees or sub-contractors.

7.3. The Event Organiser shall be liable in respect of death or personal injury or any loss or damage suffered by PFPMT or any person attending the Event or any person involved in any way with the Event or any user of the Site who is not attending the Event, which arises out of the fault or negligence of the Event Organiser or any of its employees or sub-contractors.

7.4. The Event Organiser shall keep PFPMT indemnified against all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses whatsoever by whomsoever made and howsoever arising or paid by or awarded against PFPMT in respect of or caused directly or indirectly by:

- a) the neglect or fault of the Event Organiser;
- b) any breach by the Event Organiser of any of its obligations under this Agreement;
- c) PFPMT enforcement of any terms of this Agreement;
- d) the use of the Site by the Event Organiser;
- e) the Event.

8. GENERAL

- 8.1. Each party agrees to maintain secret and confidential all information obtained from either of the others both pursuant to and in the course of this Agreement and prior to and in contemplation of it including (but without limitation) the terms of this Agreement and each party further agrees to use the said information only for the purposes of this Agreement and to disclose the same only to those of its employees who may reasonably need to know the same (and shall procure that they are subject to this obligation). Provided that PFPMT may disclose such information where required in pursuance of its statutory obligations.
- 8.2. No amendment or variation of this Agreement shall be effective unless in writing and signed by the duly authorised representatives of the parties.
- 8.3. The Event Organiser may not assign, sub-contract or transfer this Agreement or any of its rights or obligations without the prior written consent of PFPMT. In the event of PFPMT granting its consent to any sub-contractors the Event Organiser shall remain fully responsible for the acts and omissions of such sub-contractors.
- 8.4. This Agreement supersedes all prior agreements, representations, arrangements and undertakings between the parties in relation to the hire of the Site and constitutes the entire agreement between the parties relating to the Event. Provided that nothing in this clause shall operate to exclude or limit liability for fraudulent misrepresentation.
- 8.5. No terms of this Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 8.6. This Agreement shall be governed by and interpreted in accordance with English law.