

The Rutland Showground

Rutland Showground Ltd

Terms and Conditions of Hire

If the Hirer is in doubt as to the meaning of the following, the Rutland Showground Ltd (RSL) Operations Manager should immediately be consulted.

For the purposes of these conditions, the term THE HIRER shall mean an individual Hirer or, where the hirer is an organisation, the authorised representative who must be detailed at the outset of the booking. The APPLICATION FOR HIRE form is to be completed by the HIRER. The EVENT, the HIRE ROOMS, the HIRING PERIOD and the HIRE CHARGE are shown on the Application for Hire form.

BOOKING

- 1 All Charges and payments are required in pounds Sterling.
- 2 The Hirer must make all booking applications on the official Application for Hire form for either the Rutland Pavilion, Board Room or Showground This can be found on our website www.rutlandshowground.com or from the Rutland Showground Ltd Office, Showground Way, Barleythorpe, Oakham Rutland LE15 7TW or call 01572 757110.
- 3 The Hirer must be over the age of 18.
- 4 The Hire Charge payable by The Hirer shall cover the whole Hiring Period and shall include any preparation time and time taken to vacate (including vacation of any person connected with the hirer's event e.g. disco/band/tutor/get-out crew etc...). If The Hirer uses the Hire Rooms for a period longer than the Hiring Period (as set out on the Application for Hire form) Rutland Showground Ltd shall charge the appropriate additional fee equivalent to the daily hire of the facility. Any provisional booking is at the discretion of Rutland Showground Ltd and shall only be held for 14 calendar days from the date of the provisional booking. In the event that the Hirer does not complete and returned the signed Application for Hire form within that 14-day period, then the provisional booking shall automatically be cancelled and those dates made available for hire.
- 5 Unless otherwise agreed in writing the Hire Charge shall be at the rate agreed at the time of the booking this rate shall not be less than the charges shown on the schedule of charges. Where a booking is made for a date after 1st April of the following financial year an estimate of charges (including corkage) will be given and firmed up as soon as is practicable after the announcement of that year's charges.
- 6 Rutland Showground Ltd will confirm booking applications by way of e-mail or post. In the unlikely event you do not hear from us within 14 days, the onus is on the Hirer to make contact and confirm the booking has been accepted.
- 7 A deposit of 50% of the estimated total hire cost shall be payable by The Hirer, unless otherwise stated by Rutland Showground Ltd. The Hirer shall pay the deposit within 7 days of the date of Rutland Showground Ltd confirmation e-mail or confirmation letter of the acceptance of the booking. If The Hirer does not pay deposit within this 7 day period, Rutland Showground Ltd will have the right to cancel the booking and the accommodation will become available for other hirers.

The Rutland Showground

- 8 Rutland Showground Ltd shall invoice The Hirer within 3 months before the Event for the balance of the Hire Charge and The Hirer shall pay the invoiced balance within 7 days of the date of the invoice unless other arrangements have been made in writing between The Hirer and Rutland Showground Ltd.
- 9 Rutland Showground Ltd will invoice events with payments schedules.
10 All instalment payments are non-refundable.
- 11 All price quoted are nett of VAT
- 12 The Hirer must appoint a named Event Organiser who will be responsible for the event on-site and who will liaise with members of staff at the Rutland Showground Ltd regarding safety policy and guidelines. The Event Organiser must be on site during the whole of the hired period and in the unlikely event they are unable to fulfil this commitment must nominate and alternative for that purpose, this being advised to Rutland Showground Ltd in writing in advance of the Hire commencing.
- 13 The event description on your application form must outline all features of your event. There must be no change to the scope and content of your event without prior written consent from Rutland Showground Ltd.
- 14 At the end of the Event the Hirer shall remove from the Hire rooms and Showground anything which the Hirer has bought to the Venue for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged and free from rubbish. If, in the reasonable opinion of Rutland Showground Ltd, the Hirer has failed to comply with the above, Rutland Showground Ltd may, in place of the Hirer but at the Hirers expense, do all the necessary to comply with that clause.
- 15 All Charges and payments are required in pounds Sterling.
- 16 Rutland Showground Ltd reserves the right to make any additional charges for Events commencing before or running on beyond the normal contracted hours as agreed in the booking form and or contract. Such additional charges should be paid within 7 days of the invoice date.
- 17 Rutland Showground Ltd. Reserves the right to charge interest on overdue accounts at a rate equal to the base rate of HSBC Bank.

CANCELLATION

- 18 Rutland Showground Ltd reserves the right to cancel the hire of the Hire Rooms and Showground if they (or any part of them) become unfit for the use for which they have been hired in circumstances which are out of the control of Rutland Showground Ltd. In such circumstances no Hire Charge will be payable, and The Hirer shall be entitled to a refund of any deposit/balance already paid. Other than reimbursement of any deposit/balance already paid by The Hirer to Rutland Showground Ltd the Hirer acknowledges that Rutland Showground Ltd shall not be liable to The Hirer or any sub-contractor or partner of the Hirer for any resulting loss or damage incurred by The Hirer whatsoever nor shall there be an obligation on the part of Rutland Showground Ltd to provide alternative space for hire within their own site although of course every effort will be made to assist the Hirer with alternatives.
- 19 The Hirer acknowledges that Rutland Showground Ltd has the right to cancel or terminate an Event where there is a breach of any of these terms and conditions or it is considered that it is not in the public interest for the event to go ahead. Where Rutland Showground Ltd cancels or terminates an Event in such circumstances

The Rutland Showground

the full Hire Charge shall be payable by The Hirer and Rutland Showground Ltd reserves the right to refuse future applications by The Hirer to hire any part of the showground and / or the Rutland Pavilion.

20 The Hirer (being an individual) is adjudicated bankrupt or dies.

CANCELLATION CHARGES

If The Hirer wishes to cancel the event after Rutland Showground Ltd has sent a confirmation letter or e-mail (whether or not a deposit has been paid), the following applies:

RUTLAND PAVILION, CLUBHOUSE, CONFERENCE ROOM & SHOWGROUND

PUBLIC EVENTS

- A non-refundable deposit of 50% of the room hire fee / package will be charged at the time of confirmation or a variation thereof depending on the event and at the discretion of the Operations Manager.
- Cancellations made within 6 months of the event hire starting period will incur a payment of 100% of the room hire fee / package will be charged.
- All instalments payments are non-refundable.

WEDDINGS

- A non-refundable deposit of 50% of the room hire fee / package will be charged at the time of confirmation
- The remaining 50% of the room hire fee will be due 6 calendar months before the date of the wedding celebration.
- Cancellations within 6 months of the wedding will be liable for a payment of 100% of the preagreed room hire fee/package
- Cancellations will only be accepted via letter to the Operations Manager and will be deemed to have been received on the date of acknowledgement

INVOICING & PAYMENT

- All invoices are payable within seven (7) days of issue
- In the event that a gate share or income share forms part of the Hire agreement, The Hirer must advise Rutland Showground Ltd within 3 days of the completion of the event, the total income and the pre-agreed share of it payable.
- Hirers are responsible for their own VAT, and any employment costs associated with their event.

INDEMNITY AND INSURANCES

21 The Hirer shall ensure that the following maximum occupancy figures, allowable under Fire and Licensing regulations are never exceeded:

The Rutland Pavilion: 400 standing only, 200 conference seating, 180 banqueting seating and 150 dinner/dances. The Clubhouse 300 Standing, 120 Conference seating, 100 banqueting seating & 100 dinner/dance.

The Rutland Showground

- 22 The Hirer shall not use the Hire Rooms for any purpose other than for the Event and shall not sub-hire the Hire Rooms nor use the Hire Rooms to be used for any unlawful purpose nor in any unlawful way nor do anything that might bring the reputation of Rutland Showground Ltd into disrepute or make us of the Hire Rooms in any which way that might render any insurance policies invalid. (copies can be made available on request)
- 23 The Hirer shall (save to the extent that the Rutland Showground Ltd may be indemnified by insurance) be responsible for the cost of repair (including cleaning and/or replacement where necessary) of any damage to any part of the Hire Rooms or to any part of the Rutland Pavilion, conference room and showground including its curtilage, Showground, all fields, fixture fittings, furniture and other contents which may occur during the Hiring Period as a result of the hiring. In the event of such damage Rutland Showground Ltd will arrange for the repair/replacement/cleaning to be carried out and will recharge the costs of the same to the Hirer. It is pointed out that areas of the Showground are used for specific sporting activities and care and appropriate measures should be taken to ensure they are not damaged particularly during wet weather. If Rutland Showground Ltd deem that tracks to protect the showground are necessary, then at the request of Rutland Showground Ltd the Hirer will be responsible for installing sufficient tracking to protect any damage to the areas of the Showground at the Hirers cost.
- 24 If an event is cancelled due to wet weather conditions, then the cancelation costs and associated claims for an event being cancelled are solely at those of the Hirer.
- 25 Rutland Showground Ltd will not be liable for the death of or injury to any person attending the Event or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by The Hirer in the exercise of the rights granted by this Hiring Agreement except where such death injury or loss is due to the negligence of Rutland Showground Ltd.
- 26 All public event organisers are expected to arrange their own public liability insurance for an amount not less than £10 million and to deliver a copy of the same to the Operation Manager no less than 30 days prior to the event.
- 27 Rutland Showground Ltd will not be liable in respect of any damages to or loss of any goods articles or property of any kind brought into or left in the Hire Rooms or any other part of the Rutland Pavilion, Clubhouse, Conference Room and Showground either by The Hirer for his own purposes or by any other person attending the Event or left or deposited with any officer or employee of Rutland Showground Ltd. The Hirer hereby indemnifies Rutland Showground Ltd against all such liabilities. The Hirer shall be responsible for making arrangements to insure against such claims as are mentioned in this condition with a reputable insurance company and Rutland Showground Ltd reserves the right to have sight of such insurance policies.

PUBLIC SAFETY

- 28 The Hirer shall comply with all relevant requirements of the Fire service, Rutland Showground Ltd or otherwise including (but not limited to) Rutland Showground Ltd.'s Fire and Evacuation Guidelines. The Hirer agrees that performances involving danger to the public shall not be given and in the case of any doubt,

The Rutland Showground

- they should request guidance from Rutland Showground Ltd or their representatives as to what is considered appropriate. Furthermore, public event organisers are expected to deliver their Event Management Plan to the Rutland Showground Ltd Operations Manager within 30 days of the event taking place detailing all their relevant contacts for the health & safety aspects of the Event, including but not limited to, adherence to the Purple Event Guide guidance on the provision of First Aid services, adequate toileting appropriate for the anticipated numbers of people attending, electrical & fire safety adherence.
- 29 The Hirer shall ensure that highly flammable substances are not brought into or used in any of the Hire Rooms or showground without the written consent of the Operations Manager.
- 30 Open fires, Fireworks and Chinese lanterns are strictly forbidden on the showground.
- 31 Any generator or temporary power provision must be sited away from public areas and fenced off in accordance with appropriate health & safety guidelines with fuel locked away from public access.
- 32 Please ensure if you are intending to fly kites on the showground they are away from the north fences, where livestock and horses are kept. Drones or air borne filming equipment of any kind are not permitted without the express permission of Rutland Showground Ltd or the Operations Manager. No helicopters or aeroplanes are allowed on the site without expression written permission from Rutland Showground Ltd.
- 33 The Hirer shall ensure that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without the written consent of the Event Director.
- 34 The Hirer shall ensure that representatives of Rutland Showground Ltd, Police and Fire Officers have access at all times to the Hire Rooms during the Event and that all clearly marked fire escapes are advised to all participants in advance of the event.
- 35 The Hirer shall ensure that all means of exit from the Hire Rooms are kept free from obstruction and immediately available for instant free exit at all times during the Event
- 36 The Hirer will, during the Hiring Period, be responsible for supervision of the Hire Rooms and associated areas, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the Hire Rooms whatever their capacity.
- 37 The Hirer acknowledges that Rutland Showground Ltd takes incidences of violent or abusive behaviour seriously and that Rutland Showground Ltd will involve the police when considered appropriate. Rutland Showground Ltd reserves the right to terminate an Event, refuse admission to an Event and/or to remove and/or ban a person from the Hire Rooms or the showground in the event of unacceptable behaviour.
- 38 The Hirer must report all accidents involving injury or near misses to the public, or catering contractors or anyone associated with the event public to a member of the Rutland Showground Ltd staff as soon as possible. Any failure of equipment, either that belonging to the Rutland Showground Ltd or brought in by The Hirer, must also be reported as soon as possible. The Rutland Showground Ltd staff will give assistance in completing the relevant forms, Public events should always include the provision of a qualified first aid person(s) on site in numbers appropriate to the guidance laid out the current HSE legislation for public events available on hse.gov.uk website
- 39 The Hirer shall ensure that all equipment brought into the Hire Rooms complies with current safety legislation. Portable electrical equipment must have a current PAT (Portable Appliances Test) certificate but notwithstanding this Rutland Showground Ltd reserves the right to remove equipment at any time prior to or

The Rutland Showground

- during the Event if any member of staff considers that equipment to be unsafe. The Hirer shall ensure that all equipment brought into the Hire Rooms and showground is removed from the Hire Rooms at the end of the Event. Rutland Showground Ltd can accept no liability for any damage or loss incurred by any such equipment and it is the responsibility of the Hirer to ensure the safety and compliance of such equipment.
- 40 Risk assessments and method statements (RAMS) are required on any applicable equipment in line with HACCP requirements. i.e. but not limited to portable catering equipment & LPG
- 41 The Hirer is responsible for supplying a completed risk assessment for the showground and all public event making use of the Rutland Pavilion. (Rutland Showground Ltd will request one if they feel it appropriate) before the event as part of the Event Management Plan.
- 42 The Hirer shall not allow the consumption of alcohol in the Hire Rooms unless previously agreed with Rutland Showground Ltd. Corkage charges do apply on ALL alcohol brought into the premises and must be pre-agreed in advance with the Operations Manager.
- 43 The Hirer is expected to work with reputable subcontractors including those providing catering and to ensure that those sub-contractors comply with all health & safety requirements relating to basic food hygiene practices. It is expected that all catering provision is inspected in accordance with Food hygiene standards and copies of their individual insurances, certificates and risk assessments be made available to Rutland Showground Ltd if requested.
- 44 It is the responsibility of the Hirer to consider the public safety aspects of their event and to ensure that they take the appropriate measures such as bag searches and the provision of sniffer dogs on site prior to any large-scale event which might constitute a public risk given the size and scale of the event. Further information can be sourced from www.gov.uk/projectgriffin. The Hirer shall ensure that they or one of their representative are is present on the site at all times and is available to address any concerns on the police or other relevant authorities as to their management of the event.
- 45 The Hirer shall ensure that they comply with all reasonable instructions and requests given by Rutland Showground Ltd and their representatives for the safe running of any public event.
- 46 It is accepted that the Hirer has the right to source a sponsor for their event and to use their logo etc. in advertising material supporting the event, but this sponsor should be approved by Rutland Showground Ltd and not be of a nature to bring the Company or the site into disrepute.

SHOWGROUND

- 47 Many parts of the showground are sports pitches and as such must be treated with care. Heavy vehicles on site are only by permission of Rutland Showground Ltd.'s Operations Manager and their location must be discussed before they enter the showground. Some heavy vehicles may not be permitted on some parts of the site and in the event of poor weather, tracking or appropriate ground protection equipment must be used to minimise the damage to the site at the Hirers cost.
- 48 The Hirer shall ensure that any forklifts and any other equipment of that nature are fitted with grass tyres prior to being used on the site.
- 49 Any damage to the Showground, Car Parks, Showground Fields shall be charged to the Hirer.

The Rutland Showground

- 50 All marquees must be boarded/floored unless expressly agreed with the Operations Manager.
- 51 If the weather is adverse or there is a risk to the grounds by pending adverse weather Rutland Showground Ltd reserves the right to cancel events unless alternative provisions are available.
- 52 Any damage to the grounds caused by the Hirer will be chargeable at their cost to be returned to their original state/made good.
- 53 The Showground has on many areas of the sports pitches land drainage which are marked. Care must be taken when setting out marquee structures that these drains are not compromised, if there is any doubt or clarification is needed prior to any erecting or any structures must be sought; any damage to land drains will be at the Hirers cost.
- 54 The Hirer shall not use any PA/Tannoy system on the showground before 9am in the morning and the volume should be at a minimum level. No amplified music or announcements should be in operation after 4pm without express permission in writing from Rutland Showground Ltd and any other noise should cease by midnight.
- 55 The PA/Tannoy system should be sited away from our neighbour's homes (North of the showground) and located in consultation with the Operations Manager to minimise the disruption to our neighbours
- 56 Camping on site is by permission only and is chargeable by individual user. Waste and rubbish should be disposed of in accordance with the Camping Procedures and the use of open fires and ground based BBQs are prohibited.
- 57 Any event which requires camping must adhere to the Campsite procedures laid out in the booklet available from Rutland Showground Ltd.
- 58 All waste must be removed from the showground. Skips, bins and fire extinguishers must be hired in advance for any booking requiring exclusive camping. A litter pick must be completed after your event. Upon departure if the site is not left in the same state as to which it was hired, you will incur extra charges for Rutland Showground Ltd. to hire litter pickers.
- 59 Rutland Showground Ltd will be responsible for the opening of such entrances and gates to the Showground as have been agreed with the Hirer at the commencement of the period of hire. The Hirer shall assume responsibility for the area hired until the end of the period of hire and must ensure that the gates are manned throughout their period of occupation. The Society will be responsible for closing the entrances and gates at the time agreed with the Hirer after the event. The Hirer may incur additional costs if the time agreed is exceeded.
- 60 The site is used for sporting and agriculture use and should be treated as such. We do have some ridge and furrow fields and other areas which are uneven with rabbit and badger holes. Rutland Showground Ltd will not be responsible for any damage to persons or property when using these areas. It is the event managers responsibility to inspect the fields prior to their groups camping and highlight any areas of concern to their participants fencing them off from public use as the Hirer considers necessary.
- 61 All Hirers are expected to consider their own Traffic Management Plan relevant to the size and public footfall anticipated for their event and to hire a professional traffic management company for the safe and

The Rutland Showground

appropriate management of the traffic flows into the Showground and submit these to Rutland Showground Ltd not less than 2 months before the event date.

62 All Hirers must produce their own ESMP (Event Safety Management Plan) and submit these to Rutland Showground Ltd not less than 2 months before the event date.

63 All Hirers must produce Emergency & Major Incident Plan and submit these to Rutland Showground Ltd not less than 2 months before the event date.

SECURITY

64 The Hirer shall be responsible for all people entering the site and the maximum number of people attending, where indicated, shall not be exceeded. The Hirer shall be responsible for the security of the Venue and all buildings included in the Hire Agreement during the period of hire. In the event of the participants expected to exceed 500, it is anticipated that professional security personnel will support the Hirer in the executive of these obligations.

65 The Hirer acknowledges that Rutland Showground Ltd may require The Hirer to employ S.I.A. trained door men for events where the Rutland Showground Ltd risk management procedures require. The Hirer shall comply with any such requirement of Rutland Showground Ltd.

66 Where the proposed event requires a security presence as per the Event Management Plan then this needs to be discussed in detail with Rutland Showground Ltd before any contractor is appointed by the Hirer. It is also anticipated that time is allowed within the Hire period to ensure the familiarity of this contracting firm with the site and its safety procedures.

LICENSES

67 Where the Event includes any licensable activity the subject of the Premises Licence for the Pavilion and ORFC bar area issued by Rutland Showground Ltd (acting as Licensing Authority) under the Licensing Act 2003 or any subsequent enactment (that is to say where the Event includes the sale by retail of alcohol; the provision of regulated entertainment, live music, recorded music or anything of a similar description to live music, recorded music or the provision of late night refreshment) The Hirer shall ensure that all conditions and requirements detailed in the Premises Licence are complied with at all times during the Event

68 The Hirer shall be responsible for obtaining such licences or other permissions for the showground as may be needed. Note: TENS licenses are required for the showground in addition to the Premises Licence referred to in the above condition and (unless restricted by law) hereby indemnifies Rutland Showground Ltd against any action taken by any third party in respect of any failure to obtain or failure to comply with any such licence or permission. Rutland Showground Ltd reserves the right to demand sight of any such licence or permission.

69 The Hirer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance or be an infringement of any premise licenses held by Rutland Showground Ltd or the Venue. In particular (but not without limitation) the Hirer shall ensure that there is no illegal betting or gaming.

70 Rutland Showground Ltd reserves the right to exclude or eject any persons from the Hire rooms and

Rutland Showground Ltd, Rutland Showground, Showground Way, Oakham, Rutland LE15 7TW

Part of Rutland Agricultural Society

01572 757110 events@rutlandshowground.com

Registered Company: 08745024 VAT number: 345 342 216

Rutland Showground Ltd Terms and Conditions 2021.pdf

The Rutland Showground

Showground who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide entertainment or perform and other duties at the Event). The Hirer will be liable for any liability arising thereby and shall indemnify Rutland Showground Ltd accordingly save where the Customer establishes negligence or bad faith by the Rutland Showground Ltd.

- 71 All damage will be chargeable after the event either accidental damage or by a deliberate act..
- 72 No alcohol is to be bought onto any of the Showground without the consent of the Operations Manager. All alcohol that is bought to site and or premises is subject to Corkage fees, chargeable by our licensee Oakham Rugby Football Club Ltd. Charges are £12.00 per bottle of wine (75cl), £15.00 per bottle of Prosecco (75cl), £20.00 Champagne (75cl) and bottled beer £2.00 per bottle

CHILD PROTECTION

- 73 The Hirer shall, where required by Rutland Showground Ltd provide evidence that the Hirer has adequate child protection procedures in place. THE HIRER acknowledges that they have a duty of care to safeguard children and young people from harm and that Rutland Showground Ltd has a responsibility to highlight poor practice and to report any concerns to relevant authorities.
- 74 The Hirer shall ensure that no animals (including birds) except working dogs are brought into the Rutland Pavilion and Showground areas unless approved by the Operations Managers of Rutland Showground Ltd. Any person who brings an animal to perform in the building must seek written permission from the Operations Manager at least 1 month in advance and provide copies of an appropriate risk assessment and an applicable licence relating to that animal's welfare.

OTHER

- 75 The Hirer shall hand all items of lost property to a member of staff of Rutland Showground Ltd
- 76 The Hirer shall ensure that neither fly posting, nor any other form of unauthorised advertising is undertaken for the Event and shall indemnify Rutland Showground Ltd accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
- 77 Rutland Showground Ltd reserve the right to use any photographs or film of your event for publicity purposes unless the organiser has explicitly asked them not to in writing before their event.
- 78 Terms and Conditions. The Hirer acknowledges that Rutland Showground Ltd reserves the right to modify these terms and conditions without notice.
- 79 Any decision by Rutland Showground Ltd regarding the interpretation of these terms and conditions shall be final.
- 80 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 81 When deemed applicable by Rutland Showground Ltd, the Pavilion must be temporarily carpeted at the Hirers cost to protect the carpet from damage.

The Rutland Showground

- 82 All public event Hirers are expected to conform with GDPR legislation and use the data they hold on their customers with care.
- 83 No party shall assign the benefit of this Hire Agreement to any third party without first obtaining the consent of the other party's written consent nor can any subcontracting of any part of this Hire agreement take place without the prior written consent of the other party.
- 84 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

All details are correct at the time of printing. However, you may be advised of slight variations in specifications and charges should circumstances dictate.

The Rutland Showground

The Hirer is requested to complete the following to signify their receipt and acceptance of these terms and conditions and to return the completed form to Rutland Showground Ltd.

Signed on behalf of Rutland Showground Ltd

.....

Name

.....

Date

.....

Signed on behalf of Hirer

.....

Name

.....

Date

.....