

**THE SECRETARY OF STATE**

**FOR CULTURE, MEDIA AND SPORT (1)**

**ACTING THROUGH THE ROYAL PARKS AGENCY**

* **and -**

**<Insert Company Name> (2)**

**CONTRACT NUMBER -** <Insert Number>

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**T H I S AGREEMENT** is made the day of 2015

**B E T W E E N**

1. **The SECRETARY OF STATE FOR CULTURE, MEDIA AND SPORT** acting through The Royal Parks Agency (hereinafter called “The Royal Parks”) of the Old Police House, Hyde Park, London, W2 2UH; and
2. **<INSERT COMPANY NAME>** (hereinafter called “the Event Organiser”), a company registered in England and Wales under company number <insert number> and having its registered office at <insert address>.
3. **[<INSERT COMPANY NAME>**  (hereinafter called “the Surety”), a company registered in England and Wales under company number <insert number> and having its registered office at <insert address>]. [[1]](#footnote-1)

**INTRODUCTION**

1. The Secretary of State for Culture, Media and Sport is responsible for the management of Richmond Park by virtue of section 22 of the Crown Lands Act 1851 (as amended by other legislation) and The Royal Parks is an Executive Agency of the Department for Culture, Media and Sport with responsibility for the management of Richmond Park on behalf of the said Department.
2. <insert details of the proposed event/ company’s responsibility / remit / term>and The Royal Parks gives its consent to Event Organiser to hold the Event within Richmond Park and for the required infrastructure to be placed upon and around the area of the Event subject to the terms, conditions and arrangements set out in this Contract.

The Parties agree as follows:-

# DEFINITIONS

In this Contract (including in the Introduction) the following words shall have the following meanings as set out below unless stated otherwise:

“Access and Egress Routes” means the areas within the Park and outside of the Site that during the Hire Period the Event Organiser, in its reasonable opinion, needs, in relation to its rights and obligations hereunder, to use as access and egress routes to and from the Site, including to drive on or over, to place vehicles or infrastructure on, and/or to instruct the public to use as access or egress routes to and from the Site.

“Additional Fee” means a fee of <insert fee> plus VAT if applicable per day;

“All Area Pass” means a pass enabling unrestricted access to all parts of the Site during the Event(s) and at all other times during the Hire Period to be issued by the Event Organiser; to persons employed by The Royal Parks or a member of the Licensing & Safety Advisory Group

“Approval” and “Approved” means the written consent of The Royal Parks;

“Build Up” means the erection and building of the Infrastructure required for the Event(s);

“Build Up Commencement Date” means the date(s) detailed in Schedule 2 (the Event(s) Schedule);

## “CDM Regulations” refers to the Construction (Design and Management) Regulations 20015 *[SI 2015/51]*;

“Clause” means a Clause within the Contract

“Commencement Date” means the date hereof

“Confidential Information” means any and all information (howsoever communicated and/or reproduced including without limitation in writing, pictures, tables, graphs, photographs, moving image, orally or electronically) of whatever nature (including without limitation plans, designs, operational procedures, methods, financial information (including accounts and budgets) and copyright material) relating to this Contract, the parties and the business and affairs thereof, the Event(s), all persons connected with this Contract and the Event(s); together with any information that either Party shall have obtained or received as a result of discussions leading up to or the entering into or performance of this Contract; and any information obtained or observed as result of any Site visit;

### “Contract” means this agreement including all its schedules as annexed hereto;

“Contract Period” means the duration of the Contract as defined in clause

“Contracting Client” means any UK contracting authority as defined in Regulation 3(1) of the Pubic Services Contracts Regulations 1993 and Regulation 3(1) of the Public Supply Contracts Regulations 1995;

“Council Officer” means the relevant officer of the Local Authority who is responsible for licensing, planning, building control, special events or emergency, environmental health and contingency planning;

“Emergency Services” means the Metropolitan Police, the London Ambulance Service or another approved ambulance service, the London Fire & Emergency Planning Authority or any other emergency service, or any one or more of them as the case may be;

“Event(s)” means any or all of the Event(s) detailed in (the Event(s) Schedule) and “Event(s)” shall be interpreted accordingly;

“Event Dates” means the dates detailed in (the Event(s) Schedule);

“Event End Time” means the time(s) detailed in (the Event(s) Schedule);

“Event Fee” means the fees for each Event (or as the case may be Events) as detailed in Schedule 4 (the Fees Schedule)

“Event Liaison Team” means representatives from the Licensing & Safety Advisory Group plus medical and stewarding contractors working together at the Event(s) in order to coordinate their respective operations;

“Event Organiser Vehicles” means all vehicles authorised for use by the Event Organiser and/or its subcontractors at the Site in relation to the Event(s) and to which the terms of Clause shall apply;

 "Event Organiser's Representative" means an individual authorised to act on behalf of the Event Organiser for the purposes of the Contract.

“Event Proposal” refers to the Event Proposal that was prepared and submitted by the Event Organiser the relevant particulars of which are detailed in (the Events Proposal Schedule)

 “Event Start Time” means the times detailed in (the Event(s) Schedule);

“Fabric” means the natural and built infrastructure of the park including but not only, the turf, flowerbeds, trees, horse rides, water bodies, buildings, roads, footpaths, monuments and furniture and fittings (lampposts, gates, fences, bins, benches and similar);

“Fair Wear and Tear” means any compaction or damage to turf that could reasonably be expected as a result of holding the Event(s) in the Park in accordance with the terms and conditions of this Contract;

“Filming Fees” means the fees due to The Royal Parks for filming following each Event (or as the case may be following the final Event in each year) as calculated in accordance with (the Fees Schedule);

“Financial Year” means the financial year of The Royal Parks commencing on the 1st April in each calendar year;

“FOIA” means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Force Majeure" means any event or occurrences which can reasonably be considered to be outside the reasonable control of the Party concerned and which are not attributable to any act or failure to take preventive action by the Party concerned, including act of terrorism, material threat of an act of terrorism, inability to obtain essential fuel, power, raw materials, labour, containers or transportation, accident, malfunction of machinery or apparatus, epidemic, avian flu, death, fire, storm, flood or explosion of any kind, Act of God, war, insurrection, natural disaster, riot, civil commotion, the demise of a member of The Royal Family such that it would require cancellation of an Event in whole or in part, and equivalent circumstances which the party concerned could not be reasonably expected to foresee or provide for in advance, but shall not include any industrial action occurring within that Party’s organisation or within any sub-contractor's organisation;

“Hire Period” means each period between each Build Up Commencement Date and each Take Down Completion Date (inclusive) in each calendar year of the Contract Period;

“Infrastructure” means such equipment required by the Event Organiser for the Event(s) which may include, but is not limited to, air conditioning, barriers, cabling, scaffolding, flooring, trackway, temporary structures, marquees, platforms, mobile cabins, catering equipment, portable toilets, fencing, steel sheeting, generators and lighting;

“Intellectual Property Rights” means patents, inventions, trademarks, service marks, logos, trade names, registered and unregistered designs rights, trade or business names, copyright (including rights in software), database rights, domain names, customer data, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world and the right to sue for passing off;

“Licensing & Safety Advisory

Group” means The Royal Parks, the Event Organiser, the Local Authority, the Metropolitan Police, London Ambulance Service, Transport for London and the London Fire & Emergency Planning Authority;

“Local Authority” means The Borough of Richmond Upon Thames;

“Major Event” shall have the same meaning as that defined and prescribed in the Premises Licence which is to say an event where (i) the playing of live and/or recorded music and/or the showing of films or recorded images, as defined by the Licensing Act 2003 is the principal reason for attending the event; and (ii) where the number of persons attending the event (excluding security, staff, performers and employees) exceed 4999.

“Material Damage” means any damage whatsoever to the Fabric other than Fair Wear and Tear, including but without limitation; fire damage, oil or chemical spills;

“Noisy Working Hours” means 10:00 to 18:00 on Saturdays and Sundays and 08:00 to 20:00 Mondays to Fridays;

“Park” means the area which is for the time being under the control or management of The Royal Parks and known as The Royal Demesne of Ricmond Park and to which the Park Regulations apply;

“Park Property” means any physical property or equipment belonging to The Royal Parks (other than real property) made available to the Event Organiser by The Royal Parks in accordance with clause ;

“Park Regulations” means those regulations made in pursuance of the powers conferred on the Secretary of State by section 2(1) of the Parks Regulation (Amendment ) Act 1926 as extended by section 7(5) of the Crown Estate Act 1961;

“Party” means a party to this Contract and “Parties” shall be construed accordingly and shall have the corresponding meaning where the context permits as referring to all of the parties under this Contract;

“Performance Bond” means a bond as described at clause , payable in each calendar year during the Contract Period from which The Royal Parks may make deductions in accordance with (the Reinstatement and Performance Bond Schedule);

“Permitted Times” means the hours between which Build Up and Take Down are permitted as determined in (the Event(s) Schedule);

“Premises Licence” means a licence issued by The Borough of Richmond Upon Thames pursuant to the Licensing Act 2003 in relation to the Event(s), a copy of which is attached hereto;

“Rectification Meeting” means a minuted meeting of The Royal Parks and the Event Organiser to discuss repetitive or persistent minor breaches of the Contract at which the parties, acting reasonably, will seek to agree actions designed to avoid further such breaches

“Reinstatement Costs” means the costs as defined in (the Reinstatement and Performance Bond Schedule);

“Request for Information” has the meaning ascribed to that term in clause;

“Service Charge” has the meaning ascribed to that term in clause ;

“Services” has the meaning ascribed to that term in clause ;

“SIA Security Guards” means any person employed to provide “security industry services” within the meaning of the Private Security Industry Act 2001 by a provider of security services approved of by the Security Industry Authority and registered as an “approved provider of security industry services” pursuant to Section 14 of the Private Security Industry Act 2001;

“Site” is the area enclosed or otherwise occupied by the Event Organiser for the purpose of the Event(s), as shown in the Site Plan;

“Site Manager” means the senior person on Site working for the Event Organiser;

“Site Plan” is appended in (the Site Schedule) or as otherwise agreed by the Parties in accordance with Clause ;

“Sound Management Plan” means a plan to be prepared for the management of noise by an independent noise consultant who is to be appointed by The Royal Parks pursuant to the terms of the Premises Licence which will regulate noise levels at the Event within the tolerances permitted by the Premises Licence;

 “Take Down” means the dismantling of the Infrastructure;

“Take Down Completion Date” means the date(s) detailed in (the Event(s) Schedule);

“The Royal Parks Representative” means an individual authorised to act on behalf of The Royal Parks for the purposes of this Contract;

“Tax” means Value Added Tax, customs duties and any other taxes or duties;

“The Brand User Guidelines” means the Brand Guidelines currently in force as amended or updated by The Royal Parks from time to time, set out at <https://docs.google.com/folderview?pli=1&id=0ByCc0M5SNUvVRlBnU3p4RlpGeTg&tid=0B9ljL7BzwmuRYXhTY21WbDhOVWM>;;

“The Logo” means the logo as applied and developed for use by The Royal Parks in The Brand User Guidelines;

“The Trade Marks” means the trade names, trademarks and logos used by The Royal Parks in the style(s) set out in The Brand User Guidelines; and

“VAT” means Value Added Tax at the rate prescribed in law or such replacement tax of a similar nature.

# INTERPRETATION

## The interpretation and construction of this Contract shall be subject to the following provisions (except where the context otherwise requires):

### Words denoting the singular include the plural and vice versa;

### Words importing the masculine includes the feminine and the neuter;

### Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Contract and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation;

### Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision;

### The schedules to this Contract shall for all purposes form part of this Contract;

### Any reference to "persons" includes individuals, bodies corporate, companies, partnerships, unincorporated associations, firms, trusts and all other legal and commercial entities;

### Clause headings and the table of contents are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;

### Any reference to the word "including" shall be deemed to mean "including without limitation";

### Any reference to a clause, sub-clause, paragraph or schedule is to the relevant clause, sub-clause, paragraph or schedule of this Contract unless stated otherwise;

### Whenever the terms of this Contract provide for the agreement, consent or approval of the Event Organiser to be given or obtained, unless otherwise stated such approval will not be unreasonably withheld, delayed or conditioned; and

### Whenever the terms of this Contract provide for the agreement, consent, approval or permission of The Royal Parks to be given or obtained, unless otherwise stated such approval will not be unreasonably withheld, delayed or conditioned.

# licence and site

## The Royal Parks hereby grants to the Event Organiser:-

### an exclusive licence to use and occupy the Site during the Hire Period. The Event Organiser may use and occupy the Site for all purposes relating to the Event(s) on the Event Dates and for the purposes of Build Up and Take Down during the remainder of the Hire Period; and

### a non -exclusive licence to use the Access and Egress Routes during the Hire Period.

## Notwithstanding any terms to the contrary elsewhere in this Contract , but subject always to Clause (Liability), the Event Organiser’s obligations, responsibilities and liabilities under this Contract are limited at all times:-

### to the Site and the Access and Egress Routes; and

### to the Hire Period.

## If The Royal Parks acting reasonably wishes the Event Organiser to comply with any reasonable policies or procedures in addition to those detailed in this Contract , it shall provide full details thereof to the Event Organiser, shall act reasonably and shall undertake a reasonable and fair discussion with the Event Organiser, in relation thereto, following which the Event Organiser shall comply therewith.

## The Parties may from time to time discuss and agree updated versions of the Site Plan and shall take reasonable account of any comments of the other party in relation thereto and once such updated versions of the Site Plan have been Approved by The Royal Parks, they shall be referred to herein as "Site Plans" and the site detailed therein shall be referred to as "Site".

## The capacity for all Event(s) will be subject to final confirmation by The Royal Parks (The Royal Parks acting reasonably in relation thereto) following consultation with the Licensing & Safety Advisory Group but the parties shall each shall use their best endeavours to ensure that the maximum capacity for any event shall not at any time exceed that which is provided for in Clause 25.5.

## The agreed capacity for any Events shall be referred to as the "Agreed Capacity" which at all times will be subject to the consents required under the terms of the preceding Clause ; the Premises Licence and the restrictions as to capacity set out in Clause 25.5.

## The Royal Parks hereby grants to the Event Organiser a non-exclusive licence to use the name “Richmond Park” and with Approval, The Logo, in both cases in relation to the promotion and exploitation of the Event(s), such use to be in accordance only with the terms and conditions of this Contract.

# FEES

## The Event Organiser shall pay the following fees to The Royal Parks, in all cases subject to The Royal Parks’ compliance with the terms of this Contract and to the Event Organiser’s receipt of an invoice (which shall be valid for VAT if applicable) in respect of:

### the relevant fees payable in accordance with (the Fee Schedule);

### a Performance Bond of <insert details>;

### any Filming Fees due under Clause ;

### any Service Charges due under Clause and

### any Reinstatement Costs due under (the Reinstatement and Performance Bond Schedule).

## The Event Organiser shall pay all monies due to The Royal Parks under Clause above as follows:

### the Event Fee and Performance Bond shall be paid by no later than 20 working days prior to the start of each/the Hire Period;

### any Filming Fees due under Clause shall be paid within 20 working days of receipt of a valid invoice, which The Royal Parks may submit any time after the final Event in each Financial Year;

### any Reinstatement Costs due under (the Reinstatement and Performance Bond Schedule) shall be paid in accordance with (the Reinstatement and Performance Bond Schedule); and

### any Service Charge due under Clause shall be paid within 20 working days of receipt of valid invoice, which The Royal Parks may submit any time after the Services to which such invoice relates have been provided.

## If any monies due to The Royal Parks under this Clause remain unpaid by the Event Organiser after the due date for payment, then the Event Organiser shall pay interest on the outstanding sums. The interest will be calculated at a rate equivalent to the rate of 4% per annum above the base rate of the Bank of England from time to time in force, on the amount outstanding of such sums from the date on which the same becomes payable until the actual date of payment. The Parties acknowledge that this constitutes a substantial remedy and that The Royal Parks may not claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## If the Event Organiser has not fully vacated the Site by the Take Down Completion Date, then provided that failure to do so is not caused by

### a direction or instruction given by The Royal Parks;

### an event of Force Majeure or;

### such other Event(s) as may be agreed between the parties should be exempted from the provisions of this Clause , both parties acting reasonably in relation thereto,

### The Royal Parks will charge the Additional Fee for each and every day which the Event Organiser remains on the Site. The Event Organiser will pay the Additional Fee upon demand which may be made within 14 days from the day to which the Additional Fee relates.

## If the Event Organiser has not removed all Infrastructure and any other equipment owned by it from the Site by each Take Down Completion Date or such later date as agreed between the parties, then provided that failure to do so is not caused by;

### a direction or instruction given by The Royal Parks;

### an event of Force Majeure or;

### such other Event(s) as may be agreed between the parties should be exempted from the provisions of this Clause , both parties acting reasonably in relation thereto,

### The Royal Parks may take such steps as it thinks fit to remove such Infrastructure and other equipment from the Site. The Event Organiser will reimburse on demand all reasonable costs (including any storage charge) which The Royal Parks reasonably and properly incurs in doing so, provided always that any actions taken by or on behalf of The Royal Parks under this Clause shall be entirely at The Royal Parks’ sole risk and liability and the Event Organiser shall have no liability or responsibility whatsoever (subject to Clause (Liability)) in relation thereto, including in relation to any damages or losses which The Royal Parks, its employees, agents or subcontractors may suffer as a result of or in relation to such actions.

# DELIBERATELY LEFT BLANK – NOT USED

# deliberately left blank – not used

# contract period

## The Contract shall take effect on the Commencement Date and subject to the provisions for earlier termination detailed herein, shall continue in full force and effect, until 90 days after the final Take Down Completion Date at which point it shall expire automatically (“Contract Period”).

## [The Parties shall enter into good faith discussions by no later than <date> as to whether to extend the Contract Period by 12 months. If the Parties agree to extend the Contract Period, they shall enter into a contract in relation to thereto as soon is reasonably possible following such discussions.

## For the avoidance of doubt, neither Party shall be obliged to enter into any such contract.]

# THE Event Organiser’s GENERAL obligations

## The Event Organiser shall, in relation to the exercise of its rights and performance of its obligations hereunder, comply with all applicable legislation together with (where applicable and which The Royal Parks has made the Event Organiser aware of in writing prior to the date hereof) the terms of the Premises Licence and any appropriate planning permissions.

## The Event Organiser specifically shall:-

### be responsible for the procurement and management of all matters pertaining to the design, content and marketing of the Event(s) as may be Approved pursuant to the terms of Clause or elsewhere in this Contract.

### organise all aspects of the Event(s), and specifically it shall:

### build and construct and maintain the Infrastructure in a good, safe and secure condition during the Hire Period;

### manage the Site and keep it secure during the Hire Period;

### not invite or permit any member of the public to be on the Site at any time when the Site is not open to the public;

### not to store any cash on the Site and to remove all cash at the end of each day;

### secure all working areas during construction and dismantling of the Site in order to prevent public access;

### not permit sleeping at the Site overnight or allow vehicles to be parked overnight on the Site or on Access or Egress Routes unless reasonably essential for the Build Up, Take Down or operation of the Event(s);

### nominate a competent Site Manager and which for the avoidance of doubt may change from time to time during the Contract Period and whereupon the Event Organiser will provide The Royal Parks with as much notice in relation thereto as is reasonably practicable;

### ensure that the Site Manager will be contactable at all times during the Hire Period;

### produce a full risk assessment for the Event(s) and the Build Up and Take Down, for the Approval of The Royal Parks no later than 20 working days prior to the first Event Date;

### throughout the Event(s), keep order, maintain public safety and provide relevant information and advice to the public;

### provide adequate trained stewards and SIA Security Guards (who are readily identifiable as such) for (i) the purposes detailed in the stewarding plan for the Event(s) to be provided pursuant to Clause and (ii) to undertake such other duties and services as are agreed between the Event Organiser, The Royal Parks and the Metropolitan Police;

### produce a stewarding plan (to operate in conjunction with the emergency evacuation plan) which will detail the number and role of stewards and SIA Security Guards for approval by the Licensing & Safety Advisory Group;

### be responsible for security on the Site and take all measures necessary to comply with the provisions of any legislation relating to security on Site which may be applicable to the Event Organiser;

### install such lighting and signage on the Site and Access and Egress Routes as The Royal Parks and the Site Manager agree from time to time, both parties acting reasonably in relation thereto;

### ensure that appropriate arrangements are made and agreed with the Emergency Services and Council Officers before the Event(s) for the provision of emergency services during the Event(s);

### produce an emergency evacuation plan to The Royal Parks no later than 20 working days prior to each first Event Date for Approval;

### comply with all reasonable instructions, notices and directions of the Licensing & Safety Advisory Group and Event Liaison Team;

### manage all sub-contractors, suppliers and concessionaires engaged by or on behalf of the Event Organiser on the Site during the Hire Period;

### no later than 20 working days prior to each Build Up Commencement Date, provide The Royal Parks with a full list of contractors to be used by the Event Organiser on Site during the Hire Period. Their risk assessments, method statements and a copy of their public liability insurance certificates should be made available for inspection on Site by The Royal Parks on reasonable notice;

### supply a list of all caterers engaged by the Event Organiser to provide services on the Site during the Hire Period to the environmental health department of the Local Authority no later than 20 working days before each first Event Date;

### during the Hire Period, use and occupy the Site and use the Access and Egress Routes in accordance with the Park Regulations and this Contract shall constitute the written permission of the Secretary of State required under the Park Regulations for the activities licensed herein to take place, subject to the terms and conditions of this Contract;

### provide The Royal Parks with <describe any hospitality, VIP, private view etc arrangements>;

### provide the Royal Parks with <insert number> general admission tickets for each Event, which shall not for the avoidance of doubt include hospitality;

### ensure that all terms and conditions of all tickets sold by it for the Event(s) have been approved by The Royal Parks;

### ensure that the relevant Agreed Capacity within the Site is not exceeded at any time during the Event(s);

### provide access to the Site at all times to such employees of The Royal Parks, the Emergency Services and the Local Authority who need to have access to the Site for the purposes of their employment. The Royal Parks shall give the Event Organiser as much notice as is reasonably possible in relation to exercising its rights under this clause;

### provide The Royal Parks with All Area Passes for use by persons whose duties and responsibilities (as determined by The Royal Parks acting reasonably) require such unrestricted access over the Site;

### during the Event(s), co-operate on Site in such reasonable manner with any person with an All Area Pass and with all members of the Emergency Services or Local Authority and not obstruct or hinder access over any part of the Site required by such a person in exercise of his duties;

### ensure that adequate provision is made within the Site during the Event(s) for wheel chair users and that during the Event(s), the Site is compliant with the Equalities Act 2010;

### take reasonable steps to ensure that nothing is done on the Site by the Event Organiser and/or by any third party engaged by the Event Organiser for the Event(s) which in the reasonable opinion of The Royal Parks is obscene, unlawful, illegal or immoral or which is harmful to the reputation of The Royal Parks provided always that holding the Event(s) and acting in accordance with this Contract shall not be deemed to be a breach of this Clause ;

### not display within the Park any materials, sponsorship, branding, signage or promotions of any product or service, in such manner that it is visible outside the Site, without obtaining the prior approval of The Royal Parks no later than 20 working days prior to each Build Up Commencement Date.

### make available to The Royal Parks for its sole use, free of all charge, one stall or pitch for the promotion of The Royal Parks or The Royal Parks Foundation; <Delete if not needed>

### ensure that The Logo is included on <describe all agreed brand usage>, subject to Approval;

### only use the name of the Park and The Logo for the purposes set out in this Contract and for no other purpose and the Event Organiser hereby acknowledges that it has no rights other than as granted under this Contract in connection with such intellectual property;

### not permit any merchandising, licensee or concessions to operate in the Park other than inside the Site and then only during the Event(s);

### ensure that the price of entry to the Event(s) and of any merchandise, catering and refreshments to be offered for sale or sold at the Event(s), shall be approved by The Royal Parks and not permit any person to sell such goods or items or offer for sale such goods or items, at a higher price than agreed;

### where alcohol is to be sold at the Event(s), it shall do so from designated bar areas only (as marked on the Site Plan), and shall comply with the Licensing Act 2003 including the terms of the Premises Licence;

### no barbeques are permitted without the Approval of The Royal Parks in its absolute discretion;

### no balloon releases are permitted;

### no flyers are to be handed out or otherwise given out at the Site or within the Park without the Approval of The Royal Parks;

###  no glass is used anywhere on Site and any receptacles used for the serving of alcoholic or soft drinks shall be comprised of non-fragmenting plastics;

### not sell cigarettes at the Event(s), nor allow others to do so;

### liaise with London Transport in advance of the Event(s) on public transport provisions;

### ensure that there will be no pyrotechnics or special effects permitted as part of any Event unless specifically Approved by The Royal Parks;

### take all reasonable steps agreed to between the parties, both parties acting reasonably in relation thereto, to ensure that amplified music including public announcements do not cause a nuisance to any nearby residents or occupiers of any buildings on the perimeter of the Park

### ensure that any works carried on within the Site are not audible outside of the Park other than during the Noisy Working Hours.

### ensure that all licences and other permissions necessary for the Event(s) are obtained subject to and with the benefit of the warranties provided by The Royal Parks under Clause and the Premises Licence.

### The Event Organiser shall be registered under the Data Protection Act 1998 (the “DPA”) and will (and shall procure that any of its sub-contractors involved in the provision of this Contract will) duly observe all their obligations under the DPA which arise in connection with this Contract

# USE OF THE Site

## The Parties agree that there is no intention on the part of The Royal Parks to create a tenancy of any nature whatsoever in favour of the Event Organiser or its employees, servants, agents, suppliers or sub-contractors and that no such tenancy has or shall come into being and (notwithstanding any rights granted pursuant to this Contract) The Royal Parks retains the right at any time to use all areas of the Park other than the Site in any manner that The Royal Parks sees fit.

## The Site (including any temporary buildings thereon and any Park Property) made available to the Event Organiser by The Royal Parks in connection with the Contract shall be used by the Event Organiser solely for the purpose of the Event Organiser exercising its rights and performing its obligations hereunder.

## The Event Organiser shall have the use of Site (including any temporary buildings thereon and any Park Property) as licensee and shall vacate the same at the end of each Hire Period.

## The Event Organiser and employees, servants, agents, suppliers or sub-contractors engaged by the Event Organiser to provide services on the Site in relation to the Event(s) shall observe and comply with such rules and regulations as may be in force at any time for the use of the Site and the Access and Egress Routes as determined by The Royal Parks acting reasonably following a reasonable and fair discussion with the Event Organiser.

## The Royal Parks shall be entitled to such payment from the Event Organiser as may be due in accordance with (the Reinstatement and Performance Bond Schedule) for any costs incurred by The Royal Parks in reinstatement of the Site as a result of the Event Organiser’s staging of the Event(s) at the Site.

## The Event Organiser shall pay and discharge all rates and taxes (if any) of whatsoever nature imposed on The Royal Parks by a third party and which are payable in respect of the use of the Site during the Hire Period and or the Event(s) or which may become payable by reason or in consequence of this Contract and to refund to The Royal Parks any contribution made by it in lieu of such rates and/or taxes.

## The Event Organiser shall keep the Site secure at all times during the Hire Period.

## The Event Organiser shall take all reasonable steps to minimise wear and tear to the Site and the Access and Egress Routes and Fabric during the Hire Period.

## The Event Organiser will not drive nor permit to be driven any vehicle over the grass within the Park except fork lift trucks and other essential plant and then only with the Approval of The Royal Parks and provided always that the Event Organiser shall ensure that:

### trackway will be provided in accordance with the Site Plans, to enable vehicular access without the need to run over the grass and that all trackway will be edged with metal pins or plastic blockers to stop vehicles driving onto the grass;

### all fork-lift trucks and similar plant will be fitted with tyres suitable for driving on grass;

### nothing will be fixed, fastened or otherwise secured to any fittings or furniture without the permission of The Royal Parks;

### no excavating, drilling, staking or in any way digging or driving anything into the ground is carried out without first carrying out a scan to ensure, so far as is practicable, that there are no underground pipes, cables or other services that will be damaged as a result and without obtaining the prior Approval of The Royal Parks;

### No parking or positioning of vehicles or Infrastructure by the Event Organiser or any third party engaged by the Event Organiser in relation to the Event(s), will be allowed, underneath tree canopies or over the root zone of any tree unless otherwise Approved by The Royal Parks. The Royal Parks, acting reasonably, will decide what constitutes the area of the canopy or root zone of any tree; and

### nothing is attached to any trees or otherwise interferes with any trees;

## The Event Organiser shall not use the Site nor the Access and Egress Routes, nor permit them to be used, for any purpose or activity other than the Event Organiser exercising its rights and performing its obligations under this Contract;

# HEALTH AND SAFETY

## The Event Organiser shall take all necessary measures to comply with all legislation relating to Health and Safety (including the Health and Safety at Work etc. Act 1974) which may apply to persons engaged by it to work on the Site during the Hire Period.

## The Event Organiser shall:

### be responsible for the management of health and safety on Site during the Hire Period and shall nominate a competent person to be the Health & Safety coordinator for the Event(s);

### provide no later than 28 days prior to the Build Up Commencement Date in each Hire Period for Approval by The Royal Parks (who shall act in consultation with the Licensing & Safety Advisory Group) an Event Management Plan to be prepared in accordance with the requirements set out below in Clauses and ;

### ensure that all appliances, (and their associated fittings), powered by Liquid Petroleum Gas used on Site during the Hire Period will have been serviced or inspected by a Corgi registered engineer in the previous 12 months.  All safety certificates and inspection or service records should be made available to The Royal Parks during the Hire Period upon request;

### ensure that all equipment being used on Site during the Hire Period in connection with the preparation of food has been serviced and certificated as safe to use in the previous 12 months. All certificates and inspection or service records should be made available to The Royal Parks during the Hire Period upon request;

### ensure compliance with Health & Safety Executive guidance "Gas Safety in Catering and Hospitality" and "Catering Information Sheet No 9: Planning for Health and Safety When Selecting and Using Catering Equipment and Workplaces" (notwithstanding any other provision on health and safety contained in an Approved risk assessment)

### comply with the Traffic Signs Regulations & General Directives 2002 (and subsequent legislation) and specifically Chapter 8 of the Traffic Signs Manual in relation to any infrastructure or signage placed on Park roads in the Park;

### comply with any health and safety measures agreed between the Parties, both Parties acting reasonably in relation thereto;

### provide suitable first aid cover, as agreed with the Licensing & Safety Advisory Group, for the Event(s);

### provide suitable first aid cover for Build Up and Take Down in accordance with the Event Organiser’s risk assessments;

### maintain records of any accidents occurring on Site during the Hire Period and notify The Royal Parks of any accident or injury to any person which occurs on Site or on the Access and Egress Routes during the Hire Period. All RIDDOR reportable incidents shall be immediately reported to The Royal Parks. The Event Organiser and not The Royal Parks will report all RIDDOR reportable incidents to the HSE;

### promptly notify The Royal Parks of any significant health and safety hazards which may arise in connection with the performance of the Contract; and

### ensure that its health and safety policy statement and risk assessments (as required by the Health and Safety at Work etc Act 1974), and any other health and safety information that The Royal Parks may reasonably demand, are made available to The Royal Parks on request

## supply the Environmental Health Department of the City of Westminster with a complete list of all caterers engaged by the Event Organiser to provide services at the Event and their local authority registrations no later than 28 days prior to the first Event Date in each calendar year;

## For the purposes of Clause the Event Management Plan shall provide for:-

(a) Build & De-rig Plan

(b) Operations Plan

(c) Site production schedule.

(d) Site plan (produced in CAD or similar) with location grid (to AO size).

(e) Collation of all contractor drawings, calculations and documentation as required.

(f) Risk assessments.

(g) Traffic management plan (build, event, de-rig).

(h) Access and egress arrangements as required.

(i) Stewarding and security schedules.

(j) Contact lists for key personnel.

(k) Management structure.

(l) List of all attractions, traders, exhibitors and similar.

(m) Medical cover.

(n) Emergency and contingency plans.

(o) Sound Management Plan

(p) Food and bar arrangements.

(q) Waste management plan (pursuant to the requirements set out in Clauses 16 and 17)

(r) Running order and sound-check times

(s) Ticketing arrangements and

(t) Terms and conditions of entry (including search policies and list of prohibited items).

## The Event Management Plan and any associated documentation should be provided in English in an electronic and hard copy format prior to any meeting with the Licensing & Safety Advisory Group.

# CDM REGULATIONS

## In accordance with Regulation 5 of the CDM Regulations, the Parties hereby agree that the Event Organiser shall act as the client for the purposes of the CDM Regulations in connection with any Construction Works required for the Event (and for the purposes of this Clause “Construction Works” has the same meaning as that provided in Regulation 2 of the CDM Regulations).

##

## The Event Organiser shall comply with all relevant obligations under the CDM Regulations insofar as they relate to the Event including any Construction Works required in the carrying out Build Up and Take Down and any necessary planning required prior to the Build Up Commencement Date in respect of those Construction Works and in this regard the Event Organiser shall act as the client.

## The Royal Parks shall provide the Event Organiser with such relevant information that it holds as may (in the reasonable opinion of The Royal Parks) be relevant to the Site and which would assist the Event Organiser in any planning required of it by the CDM Regulations Provided Always That the Parties agree that The Royal Parks shall not be considered a client under the CDM Regulations for the purposes of this Contract.

## Notwithstanding the generality of Clause 11.2, in complying with its obligations under the CDM Regulations, the Event Organiser must ensure that where required under the CDM Regulations the Event Organiser appoints in writing —

## (a) a designer with control over the pre-construction phase as principal designer; and

## (b) a contractor as principal contractor.

## and the Event Organiser will procure that any principal designer and/or principal contractor will comply with their respective obligations under the CDM Regulations (together referred to in this Clause 11 as the “CDM co-ordinators”).

## The Event Organiser must liaise with the CDM co-ordinator to ensure that the obligations under the CDM Regulations are complied with in connection with the Event and the obligations in this Contract.

##

## Where required by the CDM Regulations, the Event Organiser shall make all appropriate notifications to the Health and Safety Executive (or other body fulfilling that function from time to time)

## The Event Organiser must ensure that all relevant documents relating to the Construction Works are placed in the health and safety file by the CDM co-ordinator in accordance with the CDM Regulations

## The Event Organiser must maintain for so long as this Contract remains in force the health and safety file for the Construction Works in accordance with the CDM Regulations

## The Event Organiser must in respect of the health and safety file at its own cost:-

### supply to The Royal Parks Representative no later than three months prior to the Build Up Commencement Date with copies of it or any of the documents in it

### supply the details (including contact details) to The Royal Parks Representative of all “designers” to whom the CDM Regulations will apply (and the term “designers” in this context shall have the same meaning as that referred to in the CDM Regulations) and

### supply details of any amendment to it including the substitution or appointment of any new designer to whom the CDM Regulations will apply and to allow The Royal Parks Representative the right to inspect it at any time whilst this Contract remains in force

## The Event Organiser shall indemnify The Royal Parks against any liability arising out of or in connection with any breach of the CDM Regulations or the obligations required to be discharged by this Clause 11 unless The Royal Parks caused that breach

# VEHICLES

## The Event Organiser shall comply with all reasonable instructions, notices and directions agreed to between the Parties from time to time in relation to any vehicle used by or on behalf of the Event Organiser in the Park during the Hire Period, including on the Site and Access and Egress Routes.

## The Event Organiser shall ensure that all Event Organiser Vehicles:

### display a vehicle permit issued by the Event Organiser;

### enter and leave the Park through routes agreed to between the Parties, both parties acting reasonably;

### report to traffic marshals under the control of the Event Organiser before accessing the Site and park only in locations agreed to between the Parties, both parties acting reasonably;

### give right of way to pedestrians, cyclists, horses and other animals;

### are only driven by people who hold a valid driving licence and have had appropriate training for that vehicle, and

### do not block road corners, pedestrian footpaths or access to business or residential premises within the Park.

## The Event Organiser shall:

### supply such traffic marshals, traffic cones and signage as necessary for ensuring that drivers of Event Organiser Vehicles engaged by the Event Organiser comply with the terms of this Contract relating to Event Organiser Vehicles;

### <add any specific vehicle management conditions>

### ensure that safe passage around all Event Organiser Vehicles is available for pedestrians and a banksman shall be used at all times whilst the vehicles are being moved into or out of the Park;

### enforce a speed limit of 5mph on Event Organiser Vehicles driving in the Site; and

### keep a written record of all Event Organiser Vehicles and shall ensure that they carry such identification within the Park as The Royal Parks acting reasonably specifies.

# INFRASTRUCTURE

## The Event Organiser shall:

### provide all Infrastructure necessary for the performance of its obligations hereunder;

### not commence any work on the Site at the beginning of each Hire Period without obtaining the prior Approval of The Royal Parks;

### arrange the delivery and removal of all Infrastructure to and from the Site at its sole cost and risk;

### keep any Infrastructure that it places on the Access & Egress Routes secure and appropriately lit at night;

### ensure that all items of Infrastructure are, whilst on the Site, maintained in a safe, serviceable and clean condition; and

### remove all Infrastructure arising from the Event(s) from the Site by the expiry of each Hire Period

### make good any damage caused to the Site by the removal of the Infrastructure.

## All Infrastructure shall be at the risk of the Event Organiser and The Royal Parks shall have no liability for any loss of or damage to any Infrastructure, unless such loss or damage was caused or contributed to by any act or omission of The Royal Parks.

## The Royal Parks shall have the power at any time during the Hire Period to order in writing:

### the removal from the Park of any Infrastructure which in the opinion of The Royal Parks is either hazardous, noxious or not in accordance with the Contract ; and/or

### the substitution of proper and suitable materials, plant, equipment; and/or

### the removal and proper re-execution in respect of material or workmanship, which is not in the opinion of The Royal Parks in accordance with the Contract .

# Event Organiser’s staff

## The Royal Parks, acting reasonably, may refuse to admit to, or to withdraw permission to remain in, the Park any person employed or engaged by the Event Organiser or by a sub-contractor, agent or servant of the Event Organiser whose admission or continued presence would, in the opinion of The Royal Parks, be undesirable.

## The decision of The Royal Parks as to whether any person is to be refused access to any premises occupied by or on behalf of the Crown shall be final and conclusive and the Event Organiser shall bear the cost of any notice, instruction or decision of The Royal Parks under this condition.

## When dealing with the public at the Event(s), all persons engaged by the Event Organiser in connection with the Contract , including the Event Organiser’s agents and sub-contractors, will act in a helpful and courteous manner.

## The Event Organiser shall select and appoint suitable and competent persons in relation to the exercise of its rights under this Contract . All such persons shall possess the qualifications and competence appropriate to the tasks for which they are engaged.

# working in the park

## The Event Organiser shall exercise its rights and perform its obligations under this Contract in a polite and courteous manner, acting reasonably at all times and shall carry out the provision of the Event(s) in a manner so as not to disrupt the activities of the public, employees and other contractors of The Royal Parks.

## The Royal Parks shall, so far as reasonably possible, carry out all of its activities within the Park in a manner so not as to disrupt the Event Organiser.

# Removal of Litter, Rubbish And Waste Fluids

## The Park is designated a Grade A environment under the Code of Practice on Litter and Refuse. The Event Organiser shall use its reasonable endeavours to comply with this Code of Practice and will ensure that a reasonably sufficient number of staff is engaged to enable the continuous gathering of litter in the Site during the Event(s).

## The Event Organiser shall take reasonable precautions in the performance of this Contract to ensure that the impact of litter emanating from the Site as a direct result of the Event(s) is minimised. Such steps shall include the selection of packaging which minimises litter.

## The Event Organiser shall minimise waste in the exercise of its rights and performance of its obligations under this Contract and upon completion of each Hire Period, the Event Organiser shall remove any unused materials and all rubbish and leave the Site in a neat and tidy condition.

## The Event Organiser shall minimise waste in the provision of the Event(s). As much waste as is reasonably possible shall be recycled and on request the Event Organiser shall produce whatever documentation is reasonably requested by The Royal Parks to ensure that waste generated on the Site during each Hire Period is disposed of in accordance with applicable legislation. The Event Organiser shall, upon request provide to The Royal Parks details of all of its waste streams together with data on the amount recycled, the amount reused and the amount going to landfill.

## The Event Organiser shall participate in such recycling schemes as the parties agree to from time to time, both parties acting reasonably in relation thereto.

##  Compactors or other suitable storage containers must be used to store rubbish generated on Site during each Hire Period and disposal thereof shall be undertaken at the Event Organiser’s expense.

## The Event Organiser will supply litter bins throughout the Site during each Hire Period.

## Suitable sealed containers must be provided for the collection of all waste fluids e.g. cooking oils. All waste fluids must be disposed of off Site or as agreed by The Royal Parks.

## The Event Organiser shall make its own arrangement for the on going removal of all litter and rubbish from the Site to the approval of The Royal Parks, such approval not to be unreasonably withheld or delayed.

## To avoid the risk of infestation by pests, the Event Organiser will use its reasonable endeavours to ensure that rubbish collections are made daily on each day following an Event before 10am unless otherwise agreed by The Royal Parks.

## The Event Organiser shall use its reasonable endeavours to minimise the risk of pest infestation by making reasonably adequate arrangements for the disposal of food waste and other matters attractive to pests. The Event Organiser shall not arrange for the control of any pests without the written permission of The Royal Parks. If The Royal Parks agrees to the Event Organiser dealing with pest control, the pesticides or any other chemicals and method of application to be used in relation thereto must be agreed with The Royal Parks.

# ENVIRONMENTAL REQUIREMENTS

## The Event Organiser shall, when working on the Site, perform its obligations under the Contract in accordance with The Royal Parks’ environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## The Event Organiser shall comply with any reasonable requirements that The Royal Parks may have relating to the implementation of ISO14001 and BS8901 standards.

## The Event Organiser shall ensure that all energy consuming plant used on Site during each Hire Period is operated and maintained at optimum efficiency and shall use its reasonable endeavours to ensure that all fuel, electricity and water used on Site during each Hire Period are used economically.

## The Event Organiser shall ensure that no timber or wood contained in any product it procures in relation to the Event(s) is derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.

## All timber and wood, other than recycled timber and wood, shall be supplied to the Event Organiser in strict accordance with applicable laws of England and Wales. The Event Organiser shall be able to provide reasonable evidence in relation thereto.

## The Event Organiser shall ensure that timber and wood used on site derives from forests or plantations that were sustainably managed to promote biodiversity and prevent ecological and social damage. The Event Organiser should be able to evidence that this requirement has been met.

## The Event Organiser shall, if requested by The Royal Parks, obtain independent verification of the claims being made and shall meet the full costs involved in so doing.

## The Royal Parks will accept that the Event Organiser has met his obligations in proving the source of his timber and wood products is if those products are certified, by properly accredited organisations, as meeting the standards set by the Forest Stewardship Council.

## The Event Organiser shall work with The Royal Parks to identify and implement environmental improvement opportunities within the park.

# Filming

## If the Event Organiser wishes to film or record in any manner all or any of the Event(s) for any purpose, and/or allow any third party to do so, The Royal Parks hereby grants the Event Organiser the right to do so. , subject to payment by the Event Organiser of the Filming Fees.

## The filming or recording hereunder permitted shall for the purposes of this Contract be referred to as “the Recordings” and shall, for the avoidance of doubt, include recording by the press for the purposes of news, recording for television broadcast and recording for promotional purposes.

## The Royal Parks agrees that the Event Organiser may and/or may authorise third parties to, undertake any number of live or delayed broadcasts of the Recordings, on television, radio, or the internet, or for any non-commercial purposes, without any payment to The Royal Parks additional to the Filming Fees.

## The Event Organiser shall not exploit or authorise any third party to exploit any Recording in any manner other than that detailed in Clause above, without obtaining the prior approval of The Royal Parks in relation thereto, such approval not to be unreasonably withheld or delayed.

## If the Event Organiser wishes to use the Recordings for any purpose other than that detailed in Clause , the Event Organiser acknowledges that The Royal Parks may request additional payment in relation thereto.

## The Royal Parks acknowledge that it has no rights in and does not by virtue of this Contract acquire any rights in all or any of the Recordings.

## The Royal Parks hereby grants to the Event Organiser the right to use the name ‘Richmond Park’ in relation to all or any of the Recordings and the exploitation thereof.

## The Royal Parks shall not authorise or permit any recording, filming, broadcasting and/or transmission of all or any part of the Event(s) without the express prior written consent of the Event Organiser, such consent shall not be unreasonably withheld or delayed.

# EVENT DESIGN AND PROGRAMMING

## The Parties shall work together and co-operate in good faith in order to design the Event(s) in accordance with the Event Proposal (as detailed in (the Event Proposal Schedule));

## The Event Organiser will make proposals for the Approval of The Royal Parks, such Approval not to be unreasonably withheld or delayed, as to all matters pertaining to the design, content and marketing of the Event(s), including

### the appointment of artistes, attractions, traders or concessionaires,

### the recruitment of sponsors and the agreement of sponsors rights and benefits,

### arrangements for pricing, ticketing, marketing and public relations,

### hospitality arrangements,

### arrangements for press and media coverage of the Events including recording and broadcasting the Events.

# BRANDING & INTELLECTUAL PROPERTY

## The Parties shall work together and co-operate in good faith in order to agree a name, brand mark and design concept for the Event in accordance with (the Event Proposal Schedule);

## The Event Organiser will submit proposals for the name, brand mark and design concept for the Event to The Royal Parks for their Approval, such Approval not to be unreasonably withheld or delayed.

## Subject to the terms of this Clause (including the terms of any Approval) the Parties acknowledge that the words “Richmond Park” should feature in the Event name and that The Logo is included in the design concept for the Event

## The Event Organiser hereby acknowledges that it has no rights other than as granted under this Clause in connection with The Trade Marks and shall only use any marketing collateral materials (meaning for the purposes of this Clause the marketing material used in association with The Trade Marks for the Event) in the form and style set out in The Brand User Guidelines and in conformity with the terms of any Approval required under the terms of this Clause.

## The Event Organiser shall use the name “Richmond Park” and The Logo for no purpose other than the Event and marketing the Event.

## The Event Organiser hereby assigns to The Royal Parks any copyright, design right, database rights, intellectual property or rights of a similar nature created by on behalf of the Event Organiser which are inspired by or based on any of The Trade Marks.

## Where the Event name is synonymous with the Park (or may later become so) the ownership of that name will belong to The Royal Parks absolutely except where an Event name has been used prior to the Contract Period at a venue other than in the “Richmond Park” and is either:-

### synonymous with the name of the Event Organiser or

### registered by the Event Organiser as a trademark of the Event Organiser thereby enabling its generic use at any other venue (and not restricted to use in the “Richmond Park”).

## Where the terms of sub Clauses and apply the Event Organiser hereby warrants to The Royal Parks:-

### that the Event Organiser will do all such things as may be necessary to ensure that such rights are vested in The Royal Parks (including the execution of all documents necessary to affirm that such rights remain vested in The Royal Parks) and

### that the beneficial ownership of such rights will vest in The Royal Parks free of all third party rights of whatever nature and

### that the Event Organiser will not dispute (or represent in any manner that may be considered as a contradiction of) the ownership by The Royal Parks of the copyright or other intellectual property rights attaching to The Trade Marks.

## The Event Organiser shall supply to The Royal Parks for Approval pre-production samples of such marketing collateral materials for any Event prior to their publication and for the purposes of marketing for any Event the collateral materials shall:-

### only be marketed following an Approval and

### comply in all respects with the samples approved for Approval.

## For the purposes of any Approval required under the terms of the preceding sub Clause the Parties acknowledge that:-

### The Royal Parks shall be allowed at least 10 working days within which to Approve or provide written refusal calculated from the date of receipt of any samples submitted by the Event Organiser for Approval and

### the Event Organiser shall build into its timetable sufficient time to implement any reasonable alterations suggested by The Royal Parks as a condition of its Approval and

### any marketing collateral materials which do not meet with Approval shall not be used by the Event Organiser.

## The Event Organiser shall not in respect of any of its goods or services use any mark or name the same as or confusingly similar to any of The Trade Marks

## The Event Organiser shall not seek to use or register anywhere worldwide the names of any of the Parks as trademarks, domain names or names that are confusingly similar (and reference to “Parks” in this context shall mean any of the Parks, gardens, recreation grounds, open spaces and other land to which the Park Regulations from time to time shall apply).

## The Event Organiser shall not sub-licence to any third party any of the rights and obligations derived under this Clause.

## The Royal Parks reserves the right to bring any legal action against the Event Organiser for infringement of any intellectual property rights should they be used by the Event Organiser outside the terms of this Clause (including where used without Approval as required under the terms of this Clause).

## The Royal Parks reserves the right to treat any breach of this Clause as a material breach for the purposes of Clause (and for the purposes of this Clause the term “this Clause” means any of the sub clauses contained therein).

# MARKETING, PROMOTION AND COMMUNICATIONS

## The Parties shall work together and co-operate in good faith in order to agree and implement proposals for the marketing and promotion of the Event(s) so that both Parties can share content and maximise marketing and communications opportunities for their mutual benefit. Such mutual benefits will include

### creating content for any new media and online platforms of The Royal Parks and the Event Organiser

### reciprocal access to ticketing or other customer databases for the purposes of promoting messages pertaining to The Royal Parks or the business of the Event Organiser

###  reciprocal web site links or social media presence

### artist PR opportunities

## The Event Organiser will be responsible for designing marketing and communications plans in accordance with Clause above for the Approval of The Royal Parks, such Approval not to be unreasonably withheld or delayed.

## The Event Organiser will be responsible for the implementation of the marketing and communications plans, at their cost, following their Approval in accordance with Clause above.

## The Parties shall work together and cooperate in good faith in order to carry out consultation and effective communication with Park stakeholders (including ward councillors, residents, resident associations, amenity societies, organised park user groups and similar).

# TICKETING

## The Parties shall work together and co-operate in good faith in order to agree reasonable arrangements for the ticketing of the Event(s).

## The Event Organiser will be responsible for designing a ticketing plan in accordance with (Clause above) for the Approval of The Royal Parks, such Approval not to be unreasonably withheld or delayed.

## The Event Organiser will be responsible for the implementation of the ticketing plan, at their cost, following its Approval in accordance with (Clause above).

## The Event Organiser, at its cost, will provide The Royal Parks with

### [...] general admission tickets for staff and guests of The Royal Parks for each Event.

### [...] general admission tickets for consumer marketing activity led by The Royal Parks e.g competitions.

### [hospitality space for The Royal Parks for up to [...] guests at each Event including catering.]

## The Event Organiser will ensure that all terms and conditions of all tickets sold by it for the Event(s) have been Approved in advance of the Event by The Royal Parks.

# PARK PROPERTY

## If the parties agree that The Royal Parks shall allow the Event Organiser to use Park Property, the parties agree that all Park Property shall be and remain the property of The Royal Parks.

## The Event Organiser shall not in any circumstances have a lien on the Park Property and the Event Organiser shall take all reasonable steps to ensure that the title of The Royal Parks to such Park Property is brought to the notice of all subcontractors engaged by the Event Organiser in relation to the Event(s) who use such Park Property.

## The Event Organiser shall:-

## use the Park Property solely in connection with the Contract and for no other purpose, without prior Approval of The Royal Parks;

## return the Park Property to The Royal Parks at such times as the parties agree; and

## ensure the security of all Park Property, whilst in the Event Organiser’s possession, in accordance with The Royal Parks’ reasonable security requirements from time to time.

## The Event Organiser shall be liable for any and all loss of or damage to any Park Property caused during the time that the Event Organiser was responsible therefor, unless such loss or damage was caused by any act or omission of The Royal Parks. The Event Organiser shall immediately inform The Royal Parks of any defects appearing in or losses or damage occurring to Park Property of which the Event Organiser is aware.

# SERVICES

## The Royal Parks shall provide any services which The Royal Parks has agreed to provide, upon such terms and conditions as agreed to between The Royal Parks and the Event Organiser (“**Services**”). The Event Organiser shall pay all charges therefore which the Parties have agreed to, both parties acting reasonably and in good faith in relation thereto (such agreed charges shall be referred to herein as “**Service Charges**”).

## The Event Organiser shall not make use of any Park supply of water, electricity, gas or telephone without the written consent of The Royal Parks and if such consent is given, it shall pay to The Royal Parks all charges imposed on The Royal Parks by a third party in respect of the water, electricity, gas and telephone supplies used by the Event Organiser (including standing charges and meter rents) on the Site during each Hire Period in relation to the Event(s).

## The Royal Parks will not be liable for loss of revenue, costs or damages where any utility supply fails, except where it is directly attributable to any act or omission of The Royal Parks.

# PREMISES LICENCE

## The Event Organiser warrants, represents and undertakes that it will:

### obtain a Premises Licence from The Borough of Richmond Upon Thames in relation to the Event(s)

### that the Premises Licence will during the Contract Period authorise the Event Organiser to exercise its rights and perform its obligations hereunder;

###  at all times during the Contract Period fully comply with the terms of the Premises Licence.

## The Event Organiser shall:

### immediately provide The Royal Parks with copies of any relevant correspondence it has, or any third party on its behalf has, with any Licensing Authority, Responsible Authority or Interested Party (as such terms are defined under the Licensing Act 2003) relating to the Event(s) together with copies of any warning, summons, notice, application, representation or order given by or on behalf of such authorities or parties relating to the Premises Licence and the Event(s); and

### give The Royal Parks reasonable prior notice of any hearings, negotiations or other discussions or meetings with third parties regarding the Premises Licence and the Event(s) and shall not object to The Royal Parks and its legal advisers attending those meetings or hearings.

## The Royal Parks will provide all reasonable support and assistance to the Event Organiser in obtaining, complying with and maintaining the Premises Licence.

## Each Party shall:

### immediately provide to the other Party copies of any relevant correspondence it has, or any third party on its behalf has, with any Licensing Authority, Responsible Authority or Interested Party (as such terms are defined under the Licensing Act 2003) relating to the Event(s) together with copies of any warning, summons, notice, application, representation or order given by or on behalf of such authorities or parties relating to the Premises Licence and the Event(s);

### give to the other Party reasonable prior notice of any hearings, negotiations or other discussions or meetings with third parties regarding the Premises Licence and the Event(s) and shall not object to the other Party and its legal advisers attending those meetings or hearings; and

### not undertake any activity within the Site during the Event(s) that might prejudice any existing Premises Licence or any licence used to operate the Event(s) issued to and held by the other Party.

## For the purposes of this Contract the Events will be restricted to a capacity of <to be confirmed, but it is not expected that the Agreed Capacity will exceed 7,000> and at all times in accordance with the Premises Licence.

# DELIBERATELY LEFT BLANK – NOT USED

# PUBLICITY, MEDIA, OFFICIAL ENQUIRIES AND ADVERTISING

## Without prejudice to The Royal Parks’s obligations under the FOIA, neither Party shall make any press announcement relating to this Contract or publicise this Contract or any part thereof in any way, except with the written consent of the other Party.

## Both Parties shall take all reasonable steps to ensure the observance of the provisions of this clause by their employees, agents, professional advisors, subcontractors and consultants.

## Neither Party shall make any press announcements relating to the Event(s) without the consent of the other Party in any circumstances (such consent not to be unreasonably withheld or delayed), including in an emergency.

## The provisions of this clause:-

### do not apply to carrying out agreed marketing and publicity plans for the Event(s) and

### shall survive expiry or termination of this Contract for any reason.

# Event FRAUD

## The Event Organiser shall use its reasonable endeavours to put in place sufficient systems to ensure that no fraud is committed by its staff, agents, contractors and sub-contractors in relation to the Event(s).

## If The Event Organiser becomes aware of any such fraud it will immediately inform The Royal Parks thereof.

# PREVENTION OF CORRUPTION

## The Event Organiser shall not offer or give, or agree to give, to any employee, agent, servant or representative of The Royal Parks any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Crown, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract. The attention of the Event Organiser is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

## The Event Organiser shall not enter into this Contract if in connection with it commission has been paid or is agreed to be paid to any employee or representative of The Royal Parks by the Event Organiser or on the Event Organiser’s behalf, unless before this Contract is made particulars of any such commission and of the terms and conditions of any Contract for the payment thereof have been disclosed in writing to The Royal Parks.

## Where the Event Organiser or Event Organiser's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Event Organiser's behalf, breach the Event Organiser’s obligations under this Clause , The Royal Parks has the right to terminate the Contract by giving written notice to the Event Organiser.

## In exercising its rights or remedies under this Clause , The Royal Parks shall:

### act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of, the person performing the prohibited act; and

### give all due consideration, where appropriate, to action other than termination of the Contract .

# DISCRIMINATION

## The Event Organiser shall not unlawfully discriminate in relation to the employment of staff working at the Site during each Hire Period.

# CONFIDENTIALITY

## Each Party undertakes to the other that it shall:

### keep confidential all Confidential Information;

### take appropriate steps to safeguard all Confidential Information within its control belonging to the other Party;

### not, without the other Party's prior written consent, disclose the Confidential Information in whole or in part to any other person save those of its directors, employees, agents, professional advisers, consultants and subcontractors involved in the implementation of this Contract provided in all cases that they have a need to know the same and provided that in disclosing information under this Clause the Parties shall disclose only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; and

### use the Confidential Information solely in connection with the exercise of rights and/or the performance of obligations under this Contract and not otherwise for its own benefit or the benefit of any third party.

## The Parties shall take all necessary precautions to ensure that all Confidential Information obtained from the other Party under or in connection with the Contract is given only to such of the directors, employees, agents, professional advisors, consultants and subcontractors engaged by it in relation to the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract.

## The provisions of Clauses and shall not apply to the whole or any part of the Confidential Information that can be shown by the receiving Party to be:

### disclosed as a requirement of law or any regulatory body to whose rule either Party is subject;

###  required for the examination and certification of each Party’s accounts by external professional advisors;

### known to the receiving Party prior to the date of this Contract otherwise than as a result of being obtained directly or indirectly from the disclosing Party;

### obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the disclosing Party by any reason;

### in the public domain other than as a result of a breach of a duty of confidence owed to the disclosing Party by any person;

### in the case of The Royal Parks, required for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which The Royal Parks has used its resources.

## The provisions under this Clause are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

## The provisions of this Clause shall survive expiry or termination of this Contract for any reason.

# FREEDOM OF INFORMATION and Environmental Information Regulations

## The Event Organiser acknowledges that The Royal Parks is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 (collectively “Disclosure Legislation”) and shall as far is reasonably possible assist and co-operate with The Royal Parks (at the Event Organiser’s expense) to enable The Royal Parks to comply with the requirements thereof in relation to any information relating to the Event Organiser, the Event(s) and/or this Contract .

## The Event Organiser shall, and shall procure that its sub-contractors shall:

### send to The Royal Parks any Request for Information received by them addressed to The Royal Parks as soon as practicable after receipt and in any event within two working days

### provide all necessary assistance as reasonably requested by The Royal Parks to enable The Royal Parks to respond to a Request for Information within the time frames for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

## If The Royal Parks is required under the Disclosure Legislation to comply with and/or assist with responding to a Request for Information from a third party under the Disclosure Legislation which relates to the Event Organiser, the Event(s) and/or this Contract (a “**Request for Information**”) The Royal Parks shall:

### inform the Event Organiser about the Request for Information and the nature of the information being sought as soon as is reasonably practicable following receipt of the Request for Information;

### consider all relevant exemptions provided under the Disclosure Legislation (including, without limitation, section 41 of the FOIA – information provided in confidence – and section 43 of the FOIA – information which would prejudice the commercial interests of a party) to withhold information sought in terms of the Request for Information and apply such exemptions where it is correct to do so (e.g. that either an absolute exemption or a qualified exemption as detailed under the FOIA applies);

### consult with the Event Organiser prior to the disclosure of any such information and take reasonable account of the Event Organiser’s views in relation thereto; and

### inform the Event Organiser about The Royal Parks’ progress in dealing with any Request for Information and where requested by the Event Organiser, provide the Event Organiser with copies of any correspondence and documents relating to the Request for Information.

## Subject to Clause , The Royal Parks shall be responsible for determining at its absolute discretion whether information within its control relating to this Contract , the Event(s) and/or the Event Organiser:

### is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; or

### is to be disclosed in response to a Request for Information.

## The Event Organiser shall not respond directly to a Request for Information addressed to The Royal Parks unless expressly authorised to do so by The Royal Parks.

## The Event Organiser acknowledges that any information provided by it outlining Confidential Information are of indicative value only and that The Royal Parks may nevertheless be obliged to disclose Confidential Information in accordance with the Disclosure Legislation under the Department for Constitutional Affairs’ Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000:-

### without consulting with the Event Organiser, or

### following consultation with the Event Organiser and having taken its views into account.

## The Event Organiser shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit The Royal Parks to inspect such records as requested from time to time

## The provisions of this Clause shall survive expiry or termination of this Contract for any reason.

# WARRANTIES REPRESENTATIONS AND CAPACITY

## The Secretary of State enters into this agreement solely in its capacity for the management of the Park by virtue of section 22 of the Crown Lands Act 1851 (as amended by other legislation) and not in any other capacity.

## Nothing in this agreement shall restrict the Secretary of State's powers or rights to perform any of its statutory functions pursuant to section 22 of the Crown Lands Act 1851 (as amended by other legislation) and neither shall it purport (by implication or otherwise) to extend the Secretary of State’s statutory obligations beyond those required for the management of the Park including in respect of any structures lying within the Park (whether above or below) that may be the subject of separate statutory control or provision;

## Subject to the aforementioned provisions contained in Clause and Clause The Royal Parks warrants, represents and undertakes at all times during the Contract Period that:

### it has, and will during the Contract Period retain, full and exclusive power and authority to enter into and perform this Contract and grant the rights and perform the obligations detailed hereunder free from all encumbrances and that it does not at the date hereof have any actual or constructive notice of any defect in or restriction in granting such rights;

### The Royal Parks shall discharge its obligations hereunder with all due skill, care and diligence including in accordance with good industry practice and with its own established internal procedures;

### the Event Organiser’s use of the name Richmond Park and/or The Logo shall not infringe any rights, including any Intellectual Property Rights, of any third parties;

### that the Site will be readily and freely available to stage the Event(s) whereby for such purposes:-

### (a) the Event Organiser shall have quiet enjoyment of the Site during the Hire Period to give full effect to the provisions of these Conditions;

### (b) The Royal Parks shall not unduly interrupt the use of the Site by the Event Organiser providing always that such use is in accordance with the terms of these Conditions;

### (c) The Royal Parks shall provide full access to and egress from the Site and the Access and Egress Routes (as that term is so defined) to the Event Organiser; all third parties engaged by the Event Organiser (with and without vehicles and equipment) and to the general public travelling on foot to the Event(s) during such times as the Parties agree and via such routes as the Parties agree, in both cases, both Parties acting reasonably;

### (d) no third party will be entitled to exercise any rights in respect of the Site during the Hire Period which for the avoidance of doubt does not include any areas outside of the Site but within the Park including the Access and Egress Routes;

### The Royal Parks shall act reasonably towards the Event Organiser in respect of any of its rights and obligations under this Contract .

### The Royal Parks shall ensure that individuals to whom it distributes an All Areas Pass:

### (a) only use a pass for the purpose of carrying out such of their employment tasks which relate directly and solely to the Event(s);

### (b) act reasonably at all times whilst on Site during each Hire Period ; and

### (c) comply with all instructions from the Event Organiser, including those relating to health and safety, whilst on Site.

### The Royal Parks shall promptly notify the Event Organiser of any health and safety hazards which may exist or arise at the Site and which may affect the Event Organiser.

### that this Contract is executed by a duly authorised representative of The Royal Parks;

## The Royal Parks acknowledge that the Event Organiser shall be entitled to all sums received from the production and exploitation of the Event(s), including ticket and programme sales, sponsorship, advertising, sale of merchandising, film, soundtrack or sound recordings and any and all rights in relation to hospitality, catering and bar sales within the Site, in all cases without any payment or other obligation to The Royal Parks, subject to the Event Organiser’s obligations under Clause (Fees) and Clause (Filming).

## During each Hire Period the Event Organiser warrants, represents and undertakes that:-

### the Event Organiser has the full capacity, authority and all necessary consents to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of the Event Organiser;

### the Event Organiser shall discharge its obligations hereunder with all due skill, care and diligence including in accordance with good industry practice and with its own established internal procedures; and

### all obligations of the Event Organiser pursuant to the Contract shall be performed and rendered by appropriately experienced, qualified and trained employees with all due skill, care and diligence.

### it has inspected the Site before tendering so as to have understood the nature and extent of the Contract to be carried out and is satisfied in relation to all matters connected with the performance of the Contract.

# CO-ORDINATION

## The Event Organiser recognises the importance of it implementing good working practices whilst exercising its rights and performing its obligations under this Contract .

## At regular pre-arranged intervals the Event Organiser will meet with The Royal Parks to discuss the performance of the Contract .

## In an emergency, the Event Organiser’s representative shall be available at 1 hours’ notice to attend a meeting with The Royal Parks.

# MINOR BREACHES

## A minor breach of this Contract shall be a non persistent breach in the nature of but not limited to the following:

## Failure to adequately consult The Royal Parks prior to the appointment of artistes, sponsors, concessions, traders, attractions or similar

## Making press statements without prior Approval

## Failure to comply with Agreed marketing and communications plans

## Failure to preserve the Fabric

## Payment of fees or any other sums due under this Contract in arrears of not more than one month

## Health and Safety violations

## Standards of customer care not in accordance with this Contract

## Poor cleanliness standards

## Poor standards of rubbish storage and disposal

## Environmental health violations, including poor food preparation standards

## Use of under-qualified staff

## Undertaking the Event(s) outside of the agreed times

## Operating outside of the agreed sites / routes

## Poor traffic management including traffic violations in respect of late delivery, speeding, parking, lack of safety or courtesy to park visitors

## Noise / Music violations, including minor breaches of the Premises Licence

## Staff swearing in front of entrants/visitors to the Event(s)

## Sale of non-approved goods

## Obstruction of thoroughfares including the unreasonable or unauthorised disruption to park operations and/or the enjoyment of the Park by visitors

## The display of unauthorised advertising

## The use of unauthorised vehicles

## Poor standards of dress / uniform

## Staff smoking on duty

## Any other occurrences of sub-standard service delivery of a non-fundamental nature

## Overpricing

## The Royal Parks Representative shall bring any breaches to the attention of the Event Organiser by setting out:

1. minor breaches which have occurred;
2. minor breaches which still remain unremedied; and
3. minor breaches which have been remedied.

## If The Royal Parks is of the opinion that minor breaches are not being rectified in a reasonable time frame or that reasonable action is not being taken to avoid recurring minor breaches, then a Rectification Meeting may be called at which both parties will agree remedies and timescales.

## Persistent Failure of the Event Organiser to comply with actions agreed at a Rectification Meeting, or persistent minor breaches of this Contract, such that The Royal Parks calls Rectification Meetings in consecutive Hire Periods may be regarded as a material breach to which Clause (Termination) will apply.

## For the avoidance of doubt, nothing within these conditions shall in any way limit any rights or remedies which The Royal Parks may have elsewhere within this Contract, including, but not limited to, termination of this Contract by reason of cumulative and persistent failure to remedy minor breaches pursuant to these conditions.

# CRIMINAL LIABILITY

## If an act or default of the Event Organiser or their agents causes the Event Organiser to commit a criminal offence then the Event Organiser shall immediately take any measure necessary to ensure that the act or default is corrected and no longer causes that criminal offence.

## If The Royal Parks suspects that such an act or default may occur it may issue an instruction to the Event Organiser to remedy the act or default which the Event Organiser shall immediately comply with and any failure to comply with such an instruction shall be treated as a breach of a material obligation to which Clause (Termination) will apply.

# TERMINATION

## Either Party ("Complaining Party") may terminate this Contract by giving written notice to the other Party ("Defaulting Party") if any of the following Event(s) occur:

### the Defaulting Party commits any material breach of any of the provisions of this Contract and either:

#### (a) the breach is not capable of remedy; or

#### (b) if the breach is capable of remedy, the Defaulting Party fails to remedy it within ten (10) days after receiving a written notice from the Complaining Party containing full particulars of the material breach and requiring it to be remedied;

## For the purposes of Clause a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;

### any meeting of creditors of such Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Defaulting Party (other than for the purpose of a bona fide reconstruction or amalgamation);

### a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Defaulting Party;

### the Defaulting Party ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

### a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of the Defaulting Party or any event analogous to any of the foregoing is suffered by a Defaulting Party.

## Upon termination of this Contract, the appropriate terms of Clause (Payment on Termination) shall apply and the Event Organiser shall immediately, if required by The Royal Parks acting reasonably, commence Take Down and remove from the Site all its property and equipment in accordance with reasonable instructions given by The Royal Parks.

## Termination or expiry of the Contract shall be without prejudice to any rights and remedies of the Parties accrued before such termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

## The provisions of this Contract which are expressly or impliedly intended to survive the termination or expiry of this Contract shall survive such termination or expiry including Clauses (Right of Audit), (Publicity), (Confidentiality), (FOIA), (Termination), (Termination on DCMS Notice), (Force Majeure and Cancellation) (Payment on Termination), (Liability) and (Governing Law).

## Upon the termination or expiry of this Contract (howsoever arising) the Event Organiser shall immediately deliver to The Royal Parks upon request any Park Property in its possession or under its control or in the possession or under the control of any of the Event Organiser’s suppliers or sub-contractors. in default of compliance with this clause, The Royal Parks may recover possession thereof and the Event Organiser grants a licence to The Royal Parks or its appointed agents to enter (for the purposes of such recovery) any premises of the Event Organiser where any such items may be held.

# termination on dcms noticE

## If the Secretary of State for Culture, Media and Sport determines that this Contract should be terminated at any time before the expiry of the Contract Period, The Royal Parks shall provide the Event Organiser with as much written notice as is reasonably possible in relation thereto, in any event no less than 60 days written notice (“DCMS Notice”).

## The Royal Parks may terminate this Contract upon the expiry of the DCMS notice, subject to the payment by The Royal Parks of all monies owed by it to the Event Organiser under Clauses and below.

## Without prejudice to any rights or remedies implied by statute or common law or under any provision of this Contract, The Royal Parks shall indemnify the Event Organiser and keep the Event Organiser indemnified in full against any and all losses, liabilities, costs, claims, demands, expenses and fees (including legal and other professional fees), actions, proceedings, judgments awarded and damages suffered or incurred by the Event Organiser arising out of or in connection with any termination of this Contract under Clause .

## If this Contract is terminated under Clause , in addition to monies due from The Royal Parks to the Event Organiser under Clause above, The Royal Parks shall refund to the Event Organiser all monies which the Event Organiser has paid to The Royal Parks under Clause in relation to Event(s) which the Event Organiser intends to hold at the Site following the date of termination.

# FORCE MAJEURE and cancellation

## Neither party shall be liable to the other party by reason of any failure or delay in performing its obligations under this Contract which is due to Force Majeure, where there is no reasonably practicable means available to the party concerned to avoid such failure or delay.

## If either party becomes aware of any circumstance of Force Majeure, which gives rise to any such failure or delay, or which appears likely to do so, that party shall promptly give notice of such circumstance as soon as practicable after becoming aware of it and shall inform the other party of the period for which it estimates that the failure or delay will continue.

## Any failure or delay by a party in performing its obligations under this Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to the relevant party by Force Majeure.

## Neither Party will be liable (i) to the other Party or its sub-licensees for any expenses or losses directly or indirectly incurred by them in consequence of any Force Majeure Event and/or (ii) for any delay in performing its obligations nor for failure to perform its obligations under this Contract , if and to the extent that the delay or failure is caused by a Force Majeure Event affecting its performance of the relevant obligations and each Party shall be relieved of its obligations under this Contract during the duration of the Force Majeure Event.

## If all or any of the Event(s) are cancelled in whole or in part due to Force Majeure, the parties shall use their reasonable endeavours to re-schedule such cancelled Event or Event(s) or parts thereof as soon as is reasonably practicable thereafter and they shall use all reasonable endeavours to mitigate and/or eliminate the consequences of such Force Majeure Event and inform the other Party of the steps which it is taking and proposes to take to do so.

## If any of the Event(s) are cancelled in whole or in part by reason of Force Majeure and the Event or Event(s) or parts thereof cannot be re-scheduled in accordance with Clause such part of this Contract as directly relates to such cancelled Event (or part thereof) may be terminated by either party serving written notice to the other Party with immediate effect.

## In the event of cancellation of one or more Event(s) (in whole or in part) and/or termination of part of this Contract as a direct result of a Force Majeure Event:-

### neither Party shall be under any liability to the other Party for any expenses or losses directly or indirectly incurred by them in consequence of any such cancellation and/or termination;

### each Party shall bear all costs incurred by them to date;

### neither Party shall have any claim against the other in relation thereto; and

### Clause (Payment on Termination) shall apply

## For the avoidance of doubt, if one or more but not all Event(s) are cancelled in whole or in part for any reason whatsoever, this Contract shall remain in full force and effect in relation to all non-cancelled Event(s) and for the remainder of the Contract Period.

# PAYMENT ON TERMINATION

## If this Contract is terminated in its entirety as a result of (i) any breach of this Contract by the Event Organiser or (ii) an event of Force Majeure, the Event Organiser shall :

### not be entitled to any refund of any sums paid by it to The Royal Parks as at the date of such termination, subject to Clauses and ; and

### shall pay to The Royal Parks the Event Fees which were due to The Royal Parks for the Financial Year in which the breach or event of Force Majeure (as appropriate) occurred.

## If this Contract is terminated in its entirety as a result of any breach of this Contract by The Royal Parks, without prejudice to any other rights or remedies available to the Event Organiser, The Royal Parks shall refund to the Event Organiser all or any part of the Event Fees that the Event Organiser has paid at the date of termination.

## If any Event(s) are cancelled but the Contract is not terminated in its entirety as a result of (i) any breach of this Contract by the Event Organiser or (ii) an event of Force Majeure, the Event Organiser shall:

### not be entitled to any refund of any sums paid by it to The Royal Parks as at the date of such termination, subject to Clauses and ; and

### shall pay to The Royal Parks the Event Fees which were due to The Royal Parks for the Financial Year in which the breach or event of Force Majeure (as appropriate) occurred.

## If any Event(s) are cancelled but the Contract is not terminated in its entirety as a result of any breach of this Contract by The Royal Parks, without prejudice to any other rights or remedies available to the Event Organiser: The Royal Parks shall refund to the Event Organiser all or any part of the Event Fees as related to the cancelled Event(s) that the Event Organiser has paid at the date of termination.

## If the Event Organiser terminates this Contract pursuant to Clause then in full and final settlement of all and any claims which The Royal Parks may have in connection with this Contract and the Event(s), the Event Organiser shall pay to The Royal Parks all monies due to The Royal Parks under Clause in relation to the Financial Year in which the Contract is terminated together with any monies that remain due for any other previous Financial Year in the Contract Period (but not in relation to any of the Financial Years that follow the Financial Year in which the Contract is terminated)

## If the Contract is terminated and any Event(s) are cancelled for any reason before any Build Up Commencement Date, The Royal Parks shall refund the Performance Bond in full to the Event Organiser if any such monies have been paid before such termination.

## If the Contract is terminated and any Event(s) are cancelled for any reason after the Build Up Commencement Date, the parties shall comply with the procedure detailed in (the Reinstatement and Performance Bond Schedule).

## The Event Organiser shall not be obliged to pay to The Royal Parks any Filming Fees in relation to any Event(s) that have been cancelled in whole or in part for any reason whatsoever and if any such monies have been paid before such termination, The Royal Parks shall refund such monies to the Event Organiser.

## All payments due to either Party under this Clause shall be paid in full within 30 days of the Party’s demand therefore.

# asSIGNMENT AND SUB-CONTRACTING

## The Event Organiser shall not assign this Contract nor share the benefit thereof with a third party nor sublet in whole or part the Site provided that the Event Organiser shall be entitled to:-

### licence pitches within the Site during the Event(s) for merchandise sales, bars, catering, sponsorship activation, markets and similar;

### use third party sub-contractors on the Site to provide such services and equipment as are necessary to stage the Event(s) provided that the Event Organiser shall remain liable for any acts or omissions of such third party sub-contractors in relation to the Site. The Event Organiser shall be liable for all acts and omissions of all third parties in relation to the Site which have been appointed by the Event Organiser in relation to the Event(s), including without limitation all sub-contractors and sponsors appointed by the Event Organiser.

## Sub-contracting any part of the Contract shall not relieve the Event Organiser of any obligation or duty attributable to the Event Organiser under the Contract .

## The Event Organiser shall be responsible for the acts and omissions of its sub contractors as though they are its own.

## The Royal Parks shall be entitled to novate this Contract to any Contracting Client or other body established by the Crown or under statute in order substantially to perform any of the functions that previously had been performed by The Royal Parks provided that any such novation shall not increase the burden of the Event Organiser’s obligations pursuant to this Contract.

# LIABILITY

## The Event Organiser shall not exclude or limit its liability arising out of or in connection with this Contract for:

### death or personal injury caused by its negligence; or

### fraudulent misrepresentation.

## Subject to Clauses (DCMS Notice) and , under no circumstances shall either Party be liable to the other in contract, tort (including without limitation negligence), breach of statutory duty or otherwise for any indirect, incidental, special, exemplary or consequential loss or damage, including without limitation loss of profits, anticipated profit, anticipated revenue, loss of business or goodwill, suffered by that other Party even if that Party has been advised of the possibility of such damages.

# INSURANCE AND INDEMNITY

## The Event Organiser shall during each Hire Period effect and maintain with a reputable insurance company insurance policies which:

### include death or personal injury, or loss of or damage to property;

### are in existence from each Build Up Commencement Date to the Take Down Completion Date;

### are for a sum of not less than ten million pounds (£10,000,000) for each and every occurrence or series of occurrences arising out of any one occurrence;

### do not exclude or limit liability to the other Party for death or personal injury caused by its negligence;

### include product liability insurance for a sum of not less than ten million pounds (£10,000,000) for each and every occurrence or series of occurrences arising out of any one occurrence; and

### include employer’s liability insurance in respect of the employment of staff working at the Site during each Hire Period in accordance with any legal requirement for the time being in force for a sum of not less than ten million pounds (£10,000,000) for each and every occurrence or series of occurrences arising out of any one occurrence.

## The Event Organiser shall produce to The Royal Parks, on request, summaries of all insurance policies referred to in Clause .

## The Event Organiser will be responsible for and make good or pay compensation for any damage or injury (including injury resulting in death) to any person or property arising by reason of or which would have not occurred but for this Contract or anything done or purported to be done hereunder and to keep the Crown and The Royal Parks fully and effectually indemnified against all costs charges expenses actions claims and demands in respect of any such damage or injury And this indemnity shall extend and apply to all sums paid by the Crown or The Royal Parks so as to indemnify their servants against any claim made against them in respect of any such damage or injury and also to all sums payable under any Statute Order Regulation Instruction Warrant or other Government provision to any officer servant or agent of the Crown or the personal representatives of any such person in respect of any such damage or injury PROVIDED ALWAYS that The Royal Parks shall be at liberty to settle as it may think fit after consultation with the Event Organiser any such actions claims or demands by payment of such sum or sums as The Royal Parks in its discretion may consider reasonable and may in its discretion after giving notice in writing to the Event Organiser cause any such damage to be made good and the expenses incurred by The Royal Parks in so doing or in making any such payment shall be repaid by the Event Organiser to The Royal Parks on demand PROVIDED NEVERTHELESS that the Event Organiser shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case (it being agreed that an amount ascertainable under any Statute Order Regulation Instruction Warrant or other Government provision is a sum reasonably so payable) and in particular (where the payment is legally enforceable) to the damages which might be recoverable at common law.

## The terms of any insurance or the amount of cover shall not relieve the Event Organiser of any liabilities under the Contract. It shall be the responsibility of the Event Organiser to determine the amount of insurance cover that will be adequate to enable the Event Organiser to satisfy any liability hereunder.

# NOTICES

## Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

## Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter) and provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two working days after the day on which the letter was posted, or four hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

## The provisions of Clause shall not apply in relation to the service of any process in any legal proceedings arising out of or in connection with this Agreement.

## For the purposes of Clause , the address of each Party shall be:

For The Royal Parks:

Alun Mainwaring

Head of Events & Filming

The Royal Parks

The Old Police House,

Hyde Park, London W2 2UH

E-mail address: AMainwaring@royalparks.gsi.gov.uk

For the Event Organiser:

To be inserted

## Either Party may change its address for service by notice in accordance with this Clause.

#

# CONFLICTS OF INTEREST

## The Event Organiser shall take appropriate steps to ensure that neither the Event Organiser nor any employee, servant, agent, supplier or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Event Organiser and the duties owed to The Royal Parks under the provisions of the Contract.

## The Event Organiser will disclose to The Royal Parks full particulars of any such conflict of interest which may arise.

## The Royal Parks reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of The Royal Parks, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Event Organiser and the duties owed to The Royal Parks under the provisions of the Contract.

## The actions of The Royal Parks pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party

# SEVERABILITY

## If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

## In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

# dispute resolution

## If any dispute arises in connection with this Contract, directors or other senior representatives of the Parties with authority to settle the dispute will, within 5 working days of a written request from one to the other, meet in good faith to attempt to resolve the dispute.

## If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation, provided that within 5 working days of the meeting referred to in Clause above they have both agreed in writing to do so.

## Within 10 working days of such agreement in writing, the Parties will exchange proposals for the appointment of a mediator. In default of agreement within a further 5 working days, the matter may be referred by either Party to the Centre for Effective Dispute Resolution for the nomination of a mediator, at which point the CEDR Model Mediator Procedure will apply.

## Both Parties shall act reasonably in relation to any disputes under this Agreement and shall use their reasonable endeavours to settle such disputes in accordance with Clause above rather than commencing court proceedings if reasonable do to so in the circumstances.

## Nothing in this Clause shall prevent any Party commencing or continuing court proceedings.

# general

## This Contract (together with the Schedules which are hereby incorporated into this Contract ) constitute the entire agreement and understanding between the Parties in respect of all matters which are referred to herein and supersedes any previous arrangement, agreement or understanding (whether oral or written) between them relating to such matters.

## The Parties confirm that they have not entered into this Contract on the basis of any representations, warranty or undertaking that are not expressly incorporated in this Contract which supersedes all prior negotiations, representations and undertakings, whether written or oral, and no reliance is placed on any representation, warranty or undertaking that is not set out in this Contract except that nothing in this Contract purports to exclude liability for fraud or fraudulent misrepresentation.

## No variation of this Contract or any agreement or document entered into pursuant to this Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## Nothing in this Contract and no action taken by the Parties pursuant to it, shall constitute, or be deemed to constitute, a partnership, contract of employment, joint venture, or the relationship of principal and agent between the Parties.

## No Party has any authority or power to bind, contract in the name of, or to create a liability against the other Party in any way or for any purpose, unless specifically stated in this Contract

## No delay, indulgence or omission in exercising any right, power or remedy provided by this Contract or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy and shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

## No single or partial exercise or non-exercise of any right, power or remedy provided by this Contract or by law shall preclude any other or further exercise of such right, power or remedy or of any other right, power or remedy.

## A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract and no waiver shall be deemed to be effective unless it is expressly stated to be a waiver and communicated by notice to the other Party in writing.

## Except as otherwise expressly provided by the Contract the rights, powers and remedies provided by this Contract are cumulative and may be exercised by either Party for breach of this Contract concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies

## Where the Event Organiser enters into a sub-contract for the provision of any part of the Contract, the Event Organiser shall ensure that a term is included in the sub-contract which requires the Event Organiser to pay all sums due to the supplier or sub-contractor within a specified period, not exceeding 30 days from the date of receipt of a valid invoice as defined by the terms of that sub-contract

## Each of the parties shall pay all costs and expenses incurred by it in relation to the negotiation, preparation and completion of this Contract .

## The invalidity or partial invalidity of any provision of this Contract shall not prejudice or affect the remainder of this Contract which shall continue in full force and effect.

## Each Party shall from time to time (both during the Contract Period of this Contract and after) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Contract .

## This Contract may be executed in any number of documents or counterparts each in the like form, all of which when taken together shall constitute one and the same document.

## Any person who is not a Party to this Contract (including without limitation any employee, officer, agent, representative, or sub-contractor of the Parties) shall have any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999 without the prior agreement in writing of both Parties which agreement should specifically refer to this Clause.

## In the event of the announcement of the demise of a member of the Royal Family, The Royal Parks may order the immediate removal of or the relocation of all or part of the Infrastructure from the Parks.

# [SURETY

## The Surety guarantees to The Royal Parks that the Event Organiser will comply with all its obligations under this Contract and agrees to compensate The Royal Parks in full on demand for all liability resulting from any failure by the Event Organiser to comply with any of those obligations.

## The obligations of the Surety remain fully effective even if this Contract shall be disclaimed or The Royal Parks gives the Event Organiser extra time to comply with any obligation or does not insist on strict compliance with its terms.]

# GOVERNING LAW

This Contract shall be governed by and construed in accordance with English law. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English courts.

**IN WITNESS** of which the parties have signed this Agreement on the date set out above.

**SIGNED** by a duly authorised signatory for and on behalf of **<Insert Company Name>**

…………………………………………………………

Signature

…………………………………………………………

Name

**SIGNED** by a duly authorised signatory for and on behalf of **The SECRETARY OF STATE FOR CULTURE, MEDIA AND SPORT** acting through The Royal Parks

…………………………………………………………

Signature

…………………………………………………………

Name

Site Schedule

<Insert Details and Site Plan>

Events Schedule

**Name and description of Event**

[insert description/detail of event]

|  |  |
| --- | --- |
| **2017** |  |
| “The Event” |  |
| “Local Authority” |  |
| “Build Up Commencement Date”:  |  |
| “Permitted times”: | Means the Noisy Working Hours and such other hours Approved by the Royal Parks |
| “Noisy working hours”:  | means: 08:00 to 20:00 Mondays to Fridays10:00 to 18:00 on Saturdays and Sundays |
| “Take Down Completion Date”:  |  |
| “Event Dates” |  |
| **2018** |  |
| “The Event” |  |
| “Local Authority” |  |
| “Build Up Commencement Date”:  |  |
| “Permitted times”: | Means the Noisy Working Hours and such other hours Approved by the Royal Parks |
| “Noisy working hours”:  | means: 08:00 to 20:00 Mondays to Fridays10:00 to 18:00 on Saturdays and Sundays |
| “Take Down Completion Date”:  |  |
| “Event Dates” |  |
| **2019** |  |
| “The Event” |  |
| “Local Authority” |  |
| “Build Up Commencement Date”:  |  |
| “Permitted times”: | Means the Noisy Working Hours and such other hours Approved by the Royal Parks |
| “Noisy working hours”:  | means: 08:00 to 20:00 Mondays to Fridays10:00 to 18:00 on Saturdays and Sundays |
| “Take Down Completion Date”:  |  |
| “Event Dates” |  |

Event Proposal Schedule

<Provide all relevant details of the Event Proposal, Event Brief and any other relevant information as to the creative conception of the Event(s) as discussed by the Parties including the name, brand mark and design concept for the Event >

Fee Schedule

**Event Fee : [ ]**

**Performance Bond : [ ]**

**Filming Fees : [ ]**

Reinstatement and Performance Bond Schedule

1. The Event Organiser and The Royal Parks shall attend the Site on each Build Up Commencement Date or as soon as is reasonably practicable thereafter to agree a description of the condition of the Site immediately prior to the commencement of the Build Up (“First Inspection”). The agreed condition of the Site at this time will be recorded in writing by The Royal Parks together with supporting photographic evidence of any defects.
2. Immediately after completion of Take Down on each Take Down Completion Date or as soon as is reasonably practicable thereafter, the Event Organiser and The Royal Parks shall again attend the Site for the purpose of agreeing its condition (“Final Inspection”). The agreed condition of the Site at this time will be recorded in writing by The Royal Parks together with supporting photographic evidence.
3. For the purposes of determining any Reinstatement Costs payable by the Event Organiser in accordance with the Contract, determination of the difference (if any) between the condition of the Site upon completion of Take Down and the condition of the Site prior to commencement of the Build Up will be based on the following premise: that during the Final Inspection the Site should be in materially the same condition that it was in (and no worse or better) than during the First Inspection.
4. The Royal Parks will provide no later than 30 working days following the Take Down Completion Date details of all costs relating to Fair Wear and Tear suffered at the Site during the Hire Period (“Fair Wear and Tear Costs”) and all costs relating to Material Damage suffered on the Site and on the Access and Egress Routes during the Hire Period (“Material Damage Costs”), which together shall be referred to as the “Reinstatement Costs”.
5. The Royal Parks will notify the Event Organiser of all Material Damage caused to the Site during the Hire Period and all incidents relating to such Material Damage as soon as is reasonably possible.
6. The Event Organiser’s liability in relation to Fair Wear and Tear Costs will be limited to a sum equal to the Performance Bond.
7. The Royal Parks will provide objective and reasonable evidence in relation to each item of charge contained in the calculation of the Reinstatement Costs and the reason for each such charge.
8. All reinstatement works will be carried out by contractors employed by The Royal Parks.
9. The Event Organiser must notify The Royal Parks in the event of any dispute being raised by the Event Organiser by written notice within 5 working days of receipt of the Reinstatement Costs and following the service of such notice the Parties may then (at the Event Organiser’s cost) appoint an independent expert to review the Reinstatement Costs and the planned works and charges specified therein.
10. Where the Parties are unable to agree on the identity of the independent expert, the parties shall request the President of the Law Society to appoint such independent expert on their behalf.
11. The independent expert shall be required to provide a report on the veracity of the Reinstatement Costs and the planned works and charges specified therein within 10 working days of his or her appointment and to conclude whether such costs are reasonable or not.
12. Where any of the planned reinstatement works are in dispute The Royal Parks agrees that its contractors shall not commence work in respect of those works until the report of the independent expert has been made provided also that the appointment and reporting time of the independent expert will not unreasonably delay their implementation.
13. The parties agree that they shall abide by any findings of the independent expert in increasing or decreasing the Reinstatement Costs.
14. The Royal Parks shall following the earlier of the Event Organiser’s written consent to the Reinstatement Costs or (where appropriate) the independent expert’s decision, first use the Performance Bond to pay for the Fair Wear and Tear Costs. The Royal Parks shall then use the remainder of the Performance Bond to pay for the Material Damage Costs.
15. In the event that the Performance Bond is greater than the Reinstatement Costs, The Royal Parks undertakes to return any excess amount to the Event Organiser within 20 working days.
16. In the event that the Fair Wear and Tear Costs are greater than the Performance Bond, the Event Organiser will be under no obligation to pay any additional amounts in relation thereto.
17. In the event that the balance of the Performance Bond, after deducting the Fair Wear and Tear Costs, is insufficient to pay the Material Damage Costs, The Royal Parks may submit an invoice to the Event Organiser in relation to the balance of the Material Damage Costs over and above the remainder of the Performance Bond.
1. For use only where a surety may be required. [↑](#footnote-ref-1)