

## TERMS & CONDITIONS OF HIRE FOR TRINITY PARK EVENTS CENTRE & TRINITY ROOMS

Trinity Park Events Ltd (the Company) makes available for hire its facilities as detailed in the attached Function Sheet and situated at Trinity Park, Felixstowe Road, Ipswich, IP3 8UH and owned by the Suffolk Agricultural Association.

The following terms and conditions form part of the contract of hire and/or the provision of Catering Services.

### CONDITIONS OF HIRE

#### 1. DEFINITIONS

1.1 **Booking** means the booking made or placed by the Customer for the hire of the Premises, together with any booking for provision of Catering Services

**Caterer** means the caterer or caterers selected by the Company and specified in the Booking

**Catering Services** means catering services at the premises provided by a Caterer

**Contract** means the contract pursuant to and in accordance with the Booking (such contract being on and subject to these Terms and Conditions)

**Customer** means the person, firm or company who places a Booking with the Company for the hire of the Premises

**Period of Occupation** means the period for which the Customer requires the Premises, specified in the Booking

**Premises** the rooms and areas within the Trinity Rooms at Trinity Park specified in the Booking

1.2 All references to clauses are to clauses of these Terms and Conditions.

#### 2. ACCEPTANCE AND AMENDMENT

2.1 The Contract arises upon acceptance or confirmation by the Company of the Booking

2.2 These Terms and Conditions apply to the hire of the Premises, and provision of Catering Services and other services, in accordance with the Booking and shall not be modified or excluded in whole or in part unless a duly authorised representative of the Company otherwise agrees in writing.

2.3 These Terms and Conditions shall apply to the exclusion of all and any other conditions or contractual provisions (whether in conflict with these Terms and Conditions or not) included or appearing in any form of application or other document emanating from the Customer.

2.4 If the Company shall accept any change in particular or requirements notified by the Customer in the Booking, or in correspondences relating thereto, then it shall be entitled to vary the facilities or services to be provided, and prices, to such an extent as it shall consider appropriate (in the light of the new circumstances).

2.5 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

#### 3. HIRING THE PREMISES

3.1 The Premises may be hired for the purpose of dinners, receptions, dances, and conferences and for such purposes as a duly authorised representative of the Company may approve in writing.

3.2 The Customer shall provide particulars of its requirements, to include the date, type of function, number of guests, arrangement of furniture, etc., to the Company when placing or making the Booking. The Customer shall inform the Company immediately should any of these particulars change in any way and the Company reserves the right to refuse any change of particulars which is unacceptable to the Company

3.3 The Premises shall not be used for any purposes other than those notified to the Company in clause 3.2

3.4 The Customer shall not bring any of its property or equipment onto the Premises until the commencement of the Period of Occupation.

3.5 In the event that the Customer fails to vacate the premises on cessation of the Period of Occupation, the Company reserves the right to charge the Customer for any losses or expenses incurred as a result of the delay in vacation.

3.6 The Customer shall not have or acquire:-

3.6.1 - any proprietary rights over the Premises;

3.6.2 - any rights to gain access to or occupy any part of the Premises except during the Period of Occupation for the purposes for which the Booking was made; or

3.6.3 - exclusive possession of all or any part of the Premises

3.7 The Customer shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way or do anything or bring onto the Premises any thing which is hazardous or may endanger the Premises or any persons on or about the Premises.

3.8 The Company may require the Customer to consider and accept an inventory of fittings, furniture and equipment in the relevant parts of the Premises and to be used during the Period of Occupation.

## TERMS & CONDITIONS OF HIRE FOR TRINITY PARK SHOWGROUND

1. The hirer will pay a 25% deposit ("the Deposit") upon confirmation of the booking; the balance of the total booking fee must be paid in full 1 month prior to the commencement of the hiring period.
2. The hirer will also be required to pay to the Company (Trinity Park Events Ltd):-
  - a. the sum of £50 or the actual costs of repair if greater, additionally if excessive damage is caused to the Trinity Park surface (in particular the collecting areas and raised banks surrounding the Grand Ring and Light Horse Ring) by horses. Organisers are therefore advised not to leave practice jumps or fences in one position for too long;
  - b. an additional sum of up to £200 is payable if the facilities are not left clean and litter free at the expiration of the hire period to the satisfaction of the Company.
3. If the hirer chooses to cancel any confirmed booking made, the Company will charge as a cancellation fee:
  - a. if made prior to 12 months of commencement of the hire period, the Deposit;
  - b. if made prior to eight weeks of commencement of the hire period, the Deposit plus 50% of the total hire charge;
  - c. if made during the period from eight weeks to the date of commencement of the hire period, 100% of the total hire charge;
4. The Hirer agrees and undertakes not:-
  - a. To injure the reputation of the Company
  - b. To offend against any statute
  - c. To offend against any Local or Public Authority
  - d. To imperil the Premises Licence or any other licence granted to Trinity Park or any insurance effected on it
5. If at any time after the date on which the Trinity Park booking form is executed the Company reasonably believes that the covenants contained in clause 4) will be breached, the Company will be entitled to cancel the hiring of Trinity Park on giving written notice to the hirer. If the hiring is cancelled pursuant to this clause 5), the Company will refund the deposit but will not otherwise be liable to the hirer for any loss.
6. The hirer will also be required to pay to the Company additional sums pro rata if facilities are not left in the required clean and litter free state with all the vehicles and other property of the hirer's permitted users of the facilities removed. If the hirer is in breach of this clause in a way which caused delay or damage or inconvenience to any other subsequent hirer from the Company, the hirer will become liable to indemnify the Company against any sums which the Company may be required to pay in respect of its delay, injury or inconvenience.
7. The hirer also agrees to indemnify the Company against any liability of any kind which the Company may incur to any third person as the result of or in connection with the hiring of facilities to the hirer at Trinity Park other than any liability in respect of death or personal injury caused by the negligence of the Company or its officers or employees. The hirer is required at all times to hold appropriate insurance cover of not less than £2 million to cover its potential liabilities under this clause to the Company and other persons in respect of third party, property and public liability claims and will produce a copy of the relevant policy and premium receipt upon the request of the Company.
8. The hirer covenants that at all relevant times it will -
  - a. use the facilities hereby solely for the event specified on the booking form and not for any other purpose;
  - b. not part with possession of any part of the facilities hereby hired;
  - c. not permit use of the premises hired by any unauthorised person;
  - d. the hiring not being one which gives exclusive possession of the facilities to the hirer, permit the Company, its officers and employees free access at all times to the facilities to enable them to ensure the terms of the hiring are being complied with or for any other reasonable purpose preventing the hirer from carrying out the event for which the premises have been hired;
  - e. not do or permit on the premises any act which may increase any premium payable by the Company for insurance or which may be or become a nuisance or annoyance to the Company or any owner occupier of neighbouring land or premises and in particular to comply at all times with all statutory requirements, including those contained in the Control of Pollution Act and Health and Safety at Work Act;
  - f. ensure that they comply with Health & Safety legislation set out by the Health and Safety Executive, especially the new EEC regulations, which came into force on the 1 January 1993, as well COSHH regulations, as they apply.
  - g. respect the presence of neighbours to Trinity Park and to make appropriate arrangements to keep noise levels to a minimum at all times.
  - h. not make any alteration to any building;
  - i. pay for all electricity, water and other services provided by the Company;
  - j. pay for any damage caused to the premises in the course of hiring whether by the hirer or by any other person;
  - k. ensure all toilet blocks/cloakrooms are supervised at all times and the required materials including toilet rolls, towels and soap are provided and the cloakrooms left clean and tidy after use prior to the expiry of the hiring period;
  - l. notify Suffolk Police, Suffolk Fire Service and Suffolk Coastal District Council at least one month before the commencement of the hiring period;
  - m. keep the vehicle gates properly closed and secured each day after use and where applicable arrange for the cleaning of the cattle building, other showground buildings and cloakrooms and for locking them at the conclusion of the day;
  - n. at the conclusion of the hiring period return all keys to the Company and to ensure that the premises and facilities are left clean and tidy and available for subsequent hirers.
9. The Company reserves the right to negotiate special entry terms for its members, namely reduced or free admission.
10. The Company reserves the right to relocate an event to another part of Trinity Park if it is deemed necessary to do so, through the occurrence of circumstances beyond the control of the Company.
11. The Company may cancel the hiring of Trinity Park if it is rendered unusable due to circumstances beyond the Company's control, in which case the Company will give to the hirer the maximum practicable notice and refund the deposit but will not otherwise be liable to the hirer for any loss.
12. The Company gives no warranty that Trinity Park is legally or physically fit for any specific purpose

#### 4. CATERING SERVICES

- 4.1 The Customer shall use the catering services selected by the Company
- 4.2 The Customer shall keep the Company informed of any changes in the requirements for Catering Services specified in the Booking.
- 4.3 The Customer shall provide final catering numbers and requirements 5 working days prior to the event, in the event of numbers not being submitted by this time the caterers shall be informed of the numbers and requirements at that time.

#### 5. LICENSED BAR

The Company shall be entitled in its absolute discretion to terminate the sale of alcoholic beverages at the Premises if either the Customer or the Caterer breaches any of the Terms and Conditions of any liquor licence permitting the sale or other provision of alcoholic beverages during the function in question.

#### 6. SUPPLY OF ELECTRICITY, ETC.

The Company shall provide electricity, water, drainage and sewerage at the Premises. The Company shall not be responsible for any disruption to such services or the consequences thereof unless the disruption is due to the Company's negligence.

#### 7. THE END OF THE PERIOD OF OCCUPATION

- 7.1 The Customer shall ensure that all of its property and the property of its guests and other invitees in the Premises during the Period of Occupation is removed at the end of the Period of Occupation
- 7.2 If, in the opinion of the Company, the Premises have not been cleared by the Customer, or the Premises have been left by the Customer in a state of particular uncleanliness, the Company may carry out any necessary work on its account and render an invoice to the Customer for the costs reasonably incurred, and the Customer shall pay the amount shown in such invoice within 15 days of the date of the invoice.
- 7.3 The Customer shall be responsible for any damage to or loss of any of the fixtures, fittings, furniture or other equipment situated in the Premises during the Customer's Period of occupation and caused by the Customer, its guests or other invitees, and the Company may charge to the Customer the reasonable cost and expense of remedying any such loss and/or damage. The Customer shall pay the amount of such charges shown in an invoice within 15 days of the date of the invoice.

#### 8. HEALTH & SAFETY AND FIRE REGULATIONS

The Company shall comply with, and shall ensure the compliance by all its guests and other invitees with, any health & safety and fire regulations relating to the Premises (copies of which shall be displayed in the Premises or shall have been provided by the Company in advance).

#### 9. COMPLAINTS

- 9.1 The Customer shall notify the Company in writing of any complaint in relation to the Premises or in relation to the Catering Services as soon as is reasonably practicable, giving full particulars of that complaint.

- 9.2 The Company shall on receipt of a written complaint, use its reasonable endeavours to investigate the allegations thoroughly and report back to the Customer, or procure such an investigation and report by the Caterer. The Customer shall notify the Company in writing again, as soon, as is reasonably practicable, if it is dissatisfied with any investigation, report or remedy of the Caterer.

#### 10. PAYMENT

- 10.1 The prices for the hire of the Premises and the provision of the Catering Services, or the means by which such prices shall be calculated shall be stated in the Contract. Unless otherwise specified all prices shall be exclusive of any applicable Value Added Tax (which shall be payable in addition at the appropriate rate).
- 10.2 The Customer shall pay a deposit of 25% of the prices payable ('The Deposit'), or of the Company's reasonable estimate of the prices payable, within 14 days of the Company confirming the Booking (and thus 14 days of the Contract being made). The Company shall be entitled immediately to terminate the Contract in the event of such deposit not being paid by its due date.
- 10.3 Subsequent payments shall be due when stated in the Contract.
- 10.4 The Caterer may render invoices for the provision of the Catering Services, and the Customer shall duly settle those invoices.
- 10.5 The Company reserves the right to charge, and the caterer may charge, for additional services requested after the Contract is made or during the function in question.
- 10.6 The Customer shall be responsible for the payment of all fees and royalties which may be due in respect of the function in question to the Performing Rights Society, Phonographic Performances Ltd, the Copyright Licensing Agency Ltd, the Educational Recording Agency Ltd, or any other relevant person, firm or organisation.
- 10.7 If the Customer fails to pay any amount payable by it under the Contract in accordance with the payment terms under clauses 10, 13 and any other payment clauses under these Terms and Conditions, then the Company may charge the Customer interest on the overdue amount from the due date up to the date of actual payment, at the rate of 4% per annum above the base rate for the time being of Barclays Bank plc. Such interest shall accrue on a daily basis and be compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Customer shall pay the interest immediately on demand.

#### 11. GENERAL USE OF PREMISES

- 11.1 The Customer shall be responsible and liable for:-
  - 11.1.1 - the effective supervision of the Premises including (without prejudice to the generality of the above)
    - 11.1.1.1 - the effective control of children
    - 11.1.1.2 - the orderly and safe admission and departure of persons to and from the Premises
    - 11.1.1.3 - the orderly and safe vacation of the Premises in case of emergency

11.1.2 - The safety of the Premises

11.1.3 - The preservation of good order and decency in the Premises

11.1.4 - Ensuring that all doors giving egress from the Premises are left unfastened and unobstructed and immediately available for exit

11.2 The Customer may wish to arrange its own insurance's in respect of the costs of cancellation and its liabilities under the Contract or otherwise arising from its hire of the Premises.

11.3 The Customer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises

11.4 The Company will not under any circumstances accept liability or responsibility in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Premises either by the Customer its employees, guests or invitees

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## 12. LIABILITIES

12.1 The Customer shall be liable for, and shall indemnify the Company from and against, all expenses, losses, claims or proceedings whatsoever arising under any statute or at common law as a result of personal injury to or the death of any person arising out of or in the course of or caused by the occupation of the Premises by the Customer, save to the extent that the same is due to the negligence of the Company its employees or agents.

12.2 The Customer shall be liable for, and shall indemnify the Company from and against all expenses, liabilities, losses, claims or proceedings in respect of any injury or damage whatsoever to any property in so far as such injury or damage arises out of or in the course of or by reason of the occupation by the Customer of the Premises, to the extent that the same is due to any act, omission or neglect of the Customer or its guests.

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## 13. CANCELLATION OR REDUCTION IN NUMBERS

13.1 Subject to clause 13.2 below, if the Customer shall cancel the function, or one of the functions to which the Contract relates, the Company will charge:

13.1.1 - if the cancellation shall occur within 12 months of the event, the Company reserves the right to charge the Customer a cancellation fee representing the reasonable costs incurred by the Company resulting from the cancellation and shall in any event be no more than 10% of the Deposit payable under the Contract. Any cancellation fee owing will become due immediately and payable in accordance with clause 13.4 below;

13.1.2 - if the cancellation shall occur within 2 months thereof, the Company reserves the right to charge the Customer a cancellation fee representing the reasonable costs incurred by the Company resulting from the cancellation and shall in any event be no more than 25% of the price payable under the Contract, or of the amount which the Company reasonably estimates to be payable in respect of the function. Any cancellation fee owing will become due immediately and payable in accordance with clause 13.4;

13.1.3 - if the cancellation shall occur within 1 month thereof, the Company reserves the right to charge the Customer a cancellation fee representing the reasonable costs incurred by the Company resulting from the cancellation and shall in any event be no more than 50% of the price payable under the Contract, or of the amount which the Company reasonable estimates to be payable in respect of the function and the Company reserves the right to keep Deposit sum paid by the Customer in settlement of this arising cancellation fee payable by the Customer; and

13.1.4 - if the cancellation shall occur within 7 days thereof, the Company reserves the right to charge the Customer a cancellation fee representing the reasonable costs incurred by the Company resulting from the cancellation and shall in any event be no more than 75% of the price for the provision of Catering Service payable under the Contract and 95% of the price allocated for the hire of the Premises payable under the Contract, or of the amount which the Company reasonably estimates to be payable in respect of the function. Any cancellation fee owing will become due immediately and payable in accordance with clause 13.4 below.

13.2 In the event that the Customer cancels a Booking in accordance with clause 13.1 above and the Company secures a replacement booking from a new customer for the cancelled date, the Company will reimburse the Customer for any cancellation fee paid by them provided the fee received from the new customer is equal to or greater than this amount.

13.3 If the Customer notifies the Company at any time of a reduction in numbers of 10% or more of the original Booking numbers to attend, the Company reserves the right to charge a cancellation fee representing the reasonable costs incurred by the Company resulting from the cancellation and shall in any event be no more than 75% of the price payable under the Contract, or of the amount which the Company reasonable estimates to be payable in respect of the function.

13.4 The cancellation fee will be payable (together with any applicable VAT) within 15 days of the date of the invoice.

13.5 The Company shall be entitled to cancel the function, or one of the functions, to which the Contract relates if:-

13.5.1 - the Customer goes into liquidation, receivership or administration, or something analogous happens to it; or

13.5.2 - the Customer is more than 30 days in arrears with any payment due and, in the event of such cancellation; the company shall be entitled to make the charges specified in clause 13.1 as though the Customer had cancelled.

13.6 The Company shall be entitled to cancel the function, to which the Contract relates, if the Premise's, or any part thereof, are closed due to circumstances beyond the Company's reasonable control. In these circumstances, the Company shall refund all monies paid by the Customer in respect of the function, including any deposit, but shall have no other liability whatsoever.

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## 14. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of England.