

Live Event

DRAFT - Heads of Terms

Subject to Contract & Without Prejudice



Parties	(1)	The Mayor and Commonalty and Citizens of the City of London whose registered office is PO Box 270, Guildhall, London, EC2P 2EJ (“ The City ”).
	(2)	<i>Tenant Details</i> (“ The Tenant ”).
Demise	(3)	<i>Site Description</i> (“ The Site ”).
		<u>Payment</u>
Licence Fee	(4)	Base fee of £TBC excluding VAT per event held.
	(5)	Additional £TBC excluding VAT per ticket sold over and above a capacity of 30,000 per day, per event held.
	(6)	Licence Fees to increase in line with Retail Price Index (RPI) from the 1 st April each year of the licence using the latest RPI rate available.
Surety	(7)	The Tenant will provide a bond in the amount of £10,000 to address potential remedial works to The Site following cessation of the Use.
		<u>Terms</u>
Term	(8)	Upon completion or waiver of any conditions precedent, the agreement shall have an initial terms of 3 years.
Event Period	(9)	The period commencing at 12:00 on a date either at the end of August or the beginning of September TBC, and such other periods as agreed between the parties for the subsequent years, as mutually agreed between the parties taking into consideration the local birds breeding season and ending at 23:00 three days later.
	(10)	Any variations to the agreed Event Period would need prior written approval from the Director of Open Spaces, not to be unreasonably withheld.
Licence Period	(11)	The period commencing at 8:00 ten days prior to the event and ending at 8:00 eight days after the event.
	(12)	Any variations to the agreed Licence Period would need prior written approval from the Director of Open Spaces, not to be unreasonably withheld.
Break Clause	(13)	The Tenant shall have the right to terminate the agreement for the subsequent year, at any time, by giving the other party notice in the ninety-day period following the previous event.
	(14)	If the Tenant does not adhere to the terms of their licence, The City shall have the right to terminate the agreement for the subsequent year, at any time, by given the other party notice in the ninety-day period following the previous event.
Exclusivity	(15)	The Tenant shall have the exclusive right to stage and promote events taking place at The Site with a capacity of 30,000 attendance or more.
	(16)	The City shall ensure, to the best of their ability, that no other large-scale events take place on The Site within 45 days before or after the event.
Access	(17)	All access arrangements to The Site be agreed with the Director of Open Spaces at

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		least 30 days before the event start date.
Alienation	(18)	The Tenant will not share or transfer the agreement to any other person or organisation.
Archaeology	(19)	The Tenant will ensure adequate protection to all historically important features that are or may be affected by its Works and it will observe any archaeological protection requirements and the City will additionally reserve the right to have suitably qualified experts supervise the Works and suspend the Works if it deems necessary in the interests of protecting historically important features all wholly at the expense of the Tenant and for which the City will have no liability for compensation.
Byelaws	(20)	The Tenant will ensure that the byelaws of Epping Forest are observed at all times except where varied by the agreement terms or by other statutory enactment.
Contamination	(21)	The City will require full indemnity against any contamination arising as a result of the Works or the Use.
Costs	(22)	The Tenant will pay all such reasonable costs as the City might incur in granting any appropriate documentation or for any abortive work in the event that the transaction alters or does not complete and further any costs for attending and supervising and approving the Works and providing any additional management for Epping Forest due to the Works.
Documentation	(23)	The City reserves the right to require the Tenant to enter into documentation that it deems necessary to deal with the Use of the Site or Epping Forest for the Tenant's installations and Use.
Indemnity	(24)	The Tenant will keep the City indemnified against all actions claims costs damages demands disturbance expenses liabilities losses proceedings (including third party risks) howsoever arising from the Works and the Use.
	(25)	The City does not warrant the condition of the Site and the Tenant agrees to accept the Site in its prevailing condition with Use wholly at its risk.
Insurance	(26)	The Tenant will provide at its expense adequate proof of public liability insurance to the satisfaction of the City.
Maintenance	(27)	The Tenant is to maintain its Works in good and substantial condition at all times.
Reinstatement	(28)	All damage as may be caused to the Site and Epping Forest resulting from the Works and the Use is to be rectified by the Director of Open Spaces upon cessation of the Licence Period wholly at the cost of the Tenant for a prior agreed sum. Such sum to include for any further remedial works that may become necessary by the first anniversary of the cessation with any unspent monies thereafter to be refunded to the Tenant within such reasonable period to be agreed by the parties at that time.
Signs	(29)	The Tenant will not display any signs other than suitable and appropriate promotion, direction and warning signs or other signs as the Director of Open Spaces may require and to his satisfaction in every respect.

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Statements	(30)	The Tenant will provide or commission wholly at its expense for the approval of the Director of Open Spaces and to his satisfaction at least 30 days prior to any Works commencement each of the following as separate documents to address the relevant detailed issues connected with the Works; (a) Event Safety Management Plan (b) Risk Assessment. (c) Site Management Strategy (d) Method of Works Statement. (e) Scheme of Archaeological Investigation and Mitigation. (f) Waste and Sustainability Plan (g) Noise Mitigation Scheme. (h) Environmental Impact Statement. (i) Crowd Management Plan. (j) Traffic and Travel Management Plan. (k) Crime Management Plan. (l) Equality Impact Statement. (m) Any other documents the Director of Open Spaces may reasonably request.
Statutory Consents	(31)	The Tenant will obtain all such statutory consents and approvals as necessary and will produce copies of the same at its expense to the Director of Open Spaces upon request.
Temporary Track	(32)	Where it may be necessary to create any temporary diversionary track(s) for pedestrians or horse riders, such route(s) will be as identified by the Director of Open Spaces and laid out to his requirements by the Tenant and subject to the Reinstatement provisions.
Use	(33)	An event with a maximum capacity of 50,000 attendees per day,
VAT	(34)	All sums stated herein are exclusive of VAT which is to be paid in addition where relevant.
Vehicles	(35)	The Tenant and its authorised Works contractors will observe a 5 mph speed limit and utilise hazard warning lights at all times while driving on Epping Forest.
	(36)	Vehicles must give way to pedestrians on Epping Forest at all times.
	(37)	No vehicles will be allowed to manoeuvre on Epping Forest or drive over Epping Forest except the demised area. All vehicular entry and exit and activity must be planned accordingly and approved by the Director of Open Spaces.
	(38)	Any vehicle manoeuvring upon the Site which is not separated from the public with a secure boundary must be supervised with banksmen at the front and rear of the vehicle.
	(39)	Vehicle gross laden weight must not cause injury to any part of Epping Forest or the Site.
	(40)	The Tenant will ensure that every vehicle which is brought onto Epping Forest and onto the Site is roadworthy and fit for its purpose in every respect and does not cause a nuisance and is properly insured under the provisions of the road traffic acts proof of

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- which the Director of Open Spaces may require to be demonstrated.
- Works Commencement & Occupation** (41) The Works may not commence prior to the Tenant first having obtained approval from the Director of Open Spaces to the Statements nor may the Tenant take occupation of the Site prior to having given the Director of Open Spaces a minimum of seven days prior written notice of the intention to commence Works.
- Works** (42) *To be specified.*
- (43) All structures that are to be placed on the Site are to be mobile and temporary and capable of removal and excepting the proposed water supply should not be permanent installations of any description.
- (44) All temporary hardstanding and hardsurfacing Used for siting of any storage vessels including WC facilities must be impermeable and in addition none of the temporary ground surface covering is to cause damage or compaction to the Site.
- (45) The installation of suitable bunds around all storage vessels including WC facilities to prevent the spread of potential pollutants
- (46) The Tenant will keep its Works in a safe and secure condition at all times and ensure that no loose equipment and materials are left lying around on Epping Forest.
- (47) The Tenant will ensure that the Site is kept in a clean and tidy condition but shall not be responsible for matters actions or failures outside of its control. All Works will be undertaken safely and in such a way as to keep noise and dust to a minimum and at times and in a manner that will not inconvenience or endanger the City's staff or the public using Epping Forest in any way whatsoever and in all respects subject to the satisfaction of the Director of Open Spaces.
- (48) No plant or equipment or material may be deposited or dismantled or erected or demolished on Epping Forest except upon the Site and only then according to a prior agreed Works method statement.
- (49) Adequate measures are to be taken to prevent subsidence of surrounding ground into any excavations that may be undertaken by the Tenant.
- (50) All Works will be undertaken using the good established practice and to accepted industry standards and using proper and suitable materials.
- (51) Where relevant disturbance of surrounding soil must be made good according to the soil reinstatement requirements and to the satisfaction of the Director of Open Spaces whose decision shall be final.
- (52) In the execution of the Works the Tenant will undertake such other works as may be reasonably required and directed by the Director of Open Spaces to ensure that the safety and integrity of Epping Forest is not prejudiced.
- (53) All natural finishes to the Site are to be made good wholly to the satisfaction of the Director of Open Spaces acting reasonably and prior to cessation of the Licence Period.

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- (54) Reinstatement of soil where necessary to be according to the soil specification
 - (55) Reinstatement of any affected track where necessary to be according to the track specification.