



Woodland Outdoor Event Hire

Terms of Hire
&
Site Handbook



TERMS OF HIRE

1. Definitions

- 'Terms' or 'Agreement of Hire' - these terms of hire, which form the Agreement between Company and Hirer.
- 'Enquiry' - communication from the potential Hirer sent to the Company in any format (e.g. email, phone call, webform) in order to establish a potential agreement of Hire.
- 'Booking' – an agreement made between the Company and the Hirer for a specific Hire Venue and Hire Period, which, upon receipt of a deposit payment, is bound by these Terms.
- 'Company' - the businesses offering the Hire Services at Huntley Wood. This may be any of the following limited companies: Majestic Oak Ltd, Woodland Village Ltd. Herein referred to as 'us', 'our', 'we'.
- 'Handbook' - this document within which is stated the rules, duties and responsibilities of those visiting Huntley Wood and the Terms of Hire.
- 'Hire Period' - the duration for which the site is being hired, as stipulated on the booking Invoice. This includes dates booked for both event and event setup and preparation.
- 'Hire Venue' - the part of Huntley Wood which is being hired, as stipulated on the booking Invoice.
- 'Hirer' - the person/organisation booking the site, as named on the booking invoice. Herein referred to as 'you', 'your'.
- 'Site' - the property known as Huntley Wood.
- 'Site Manager' - the individual(s) appointed on behalf of the Company to manage the Site, including communication and liaison with Hirer before, during and after the Hire Period.
- 'Fee'/'Fees' - amounts payable for the Hire Services, and/or any additional services requested and agreed.
- 'Visitors' - persons who come onto/into the Hire Venue during the Hire Period with the Hirer's knowledge or approval (express or implied).

2. General Provisions of Hire

You will be the sole party that we will hire the Hire Venue to during the Hire Period.

You will be responsible for minimising disturbance by third parties during the Hire Period. We agree to cooperate with you to help you in this regard.

You will be responsible for ensuring that good order is kept within the Hire Venue during the Hire Period and will ensure that Visitors leaving Huntley Wood shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to nearby owners and occupiers.



The Agreement does not entitle you to use or enter any part of Huntley Wood at any time other than the Hire Venue during the Hire Period without the express permission of the Site Manager.

You will not sub-let or grant licence in respect of any part of the Hire Venue.

No activities which require a licence may be conducted on Huntley Wood without the proper licences being in place and with the prior consent in writing of the Company.

The Company, Site Manager and our workers and agents, together with any persons with official business (such as agents or employees of our utility supply companies or officers of the state), may need to gain access to the Hire Venue during the Hire Period and the Hirer agrees to cooperate with such people and not do anything to obstruct them in going about their lawful business.

3. Payment of Fees

The Fees shall be agreed between the Company and the Hirer as part of the booking Enquiry. Upon agreement, an invoice shall be issued by the Company stating the total Fee payable.

Payment of the deposit creates an Agreement of Hire and indicates the Hirer's agreement to these Terms of Hire. Until the deposit is received by the Company, no agreement has yet been made between the Hirer and the Company, and the agreed Hire Period is not yet 'blocked out' to Enquiry from other potential Hirers.

Fees are usually paid via instalments, the due dates for which will be noted on the invoice. Instalment options may not be possible for bookings made at short notice.

In all cases, other than when specific variance is provided in writing from the Company to the Hirer, the following payment terms shall apply:

- At the time that the booking agreement is finalised, the Hirer shall pay a non-refundable deposit of 25% of the agreed Fees. Receipt of this Deposit 'blocks out' the Hire Venue for the Hire Period dates to the Hirer.
- Three months prior to the Hire Period, a further non-refundable 25% of the agreed Fees shall be paid (so 50% has been paid in total – this entire amount is non-refundable).
- One month prior to the Hire Period, the remaining 50% of the agreed Fees shall be paid (so 100% has been paid in total – this entire amount is non-refundable).

In the instance that the Hire Period is less than 3 months from when the Booking Agreement is made, then either 50% (Hire Period is 1-3 months away) or 75% (Hire Period is less than 1 month away) of the agreed Fees are payable on booking and are non-refundable. The final 25% shall be paid prior to arrival on site for the Hire Period.

Should the Hirer not make payment of the specified Fee instalments by the due date stated on the Invoice, the Company reserves the right to take Enquiry from other



potential hirers for the Hire Period in question. Should payment still fail to be made after 3 reminders have been sent and at least 30 days from the due date have passed, the Agreement of Hire shall be deemed to be Terminated and the Hire Period shall become once again open for new bookings. In this instance, no refund shall be payable for any Fee payments made to date in relation to that booking.

4. Cancellation

Should the Hirer wish to cancel their booking, this must be notified to the Company in writing (email is sufficient) to info@huntleywood.co.uk.

In the event of cancellation by the Hirer, any monies paid via instalments on the due dates specified are non-refundable (see Clause 3). Any monies not yet paid but owing and past due remain payable to the Company.

In the instance that the Hirer has paid more than the specified instalment amounts (e.g. the whole Hire Fee was paid up front at the time of booking), then monies paid will only be refundable based on the same time periods as if they had paid via instalments – that being:

- More than 3 months prior to the Hire Period = 75% of total Fee is refundable
- Less than 3 months but more than 1 month prior to the Hire Period = 50% of the total Fee is refundable.
- 1 month or less prior to the Hire Period = 0% of the total Fee is refundable.

Should a booking be cancelled by the Company, for any reason, prior to the start of the Hire Period, then all monies paid will be fully refunded to the Hirer. Note that cancellation prior to the Hire Period is different to Termination during the Hire Period (see Clause 13).

5. Insurance

The Hirer shall obtain a suitable policy of insurance for the duration of the Hire Period. You must effectively insure all the members of your organisation and all Visitors to Huntley Wood against all claims arising during the Hire Period which are connected in any way whatsoever with the Hire Venue and also specifically all matters covered by the indemnity set out below at Clause 12.

Evidence of a suitable policy of insurance must be made available on request.

Failure to do so may result in your being refused entry in our absolute discretion in which case you will not be able to reclaim any part of the moneys already paid to us.



6. Check In Procedure

The Hirer must communicate with the Company in order to arrange a time for your arrival. On the day the Hire Period commences (either for the start of the event or for setup), a representative of the Hirer and the Site Manager must meet to go through any last-minute information as well as any special dangers or instructions regarding the Hire Venue and also so that the Hirer can provide proof of their insurance.

Following this you will take possession of the Hire Venue and the Site Manager will arrange for any buildings that form part of the Hire Venue to be opened. At this stage the Hirer should inspect the Hire Venue and any buildings being hired in order to be able to properly return them in the same condition at the end of the Hire Period.

7. Check Out Procedure

At the end of the Hire Period, the Hirer must leave the Hire Venue, including any buildings therein, in a clean and orderly state.

Any excessive cleaning or removal of rubbish required to restore the Hire Venue and/or Buildings to the condition in which they began the Hire Period will be chargeable.

The Hirer will ensure that all visitors, personnel and equipment/possessions have been removed from the Hire Venue by the end of the Hire Period and that rubbish has been correctly disposed of in the provided rubbish bins.

One 10 tonne skip is made available for rubbish disposal. Where additional skips are required, an additional charge will apply.

When you are ready to leave Huntley Wood, you should contact the Site Manager so that any buildings can be inspected and locked and so that the main gates can be closed and locked.

8. Duty to Obey the Rules

These Terms of Hire set out certain duties and responsibilities of the Hirer. You agree to comply with these Terms of Hire and also with all information within the Handbook. Furthermore, you agree to do everything possible to ensure that all Visitors are made aware of and agree to comply with the Handbook, including by making it part of your terms of agreement with Visitors, wherever such an agreement arises.

9. Consequences of Rules Breaches

In the event that the Hirer is in breach of these Terms or that the Hirer or any of the Visitors fail to or are unable to comply with the Handbook, you agree to be responsible and liable for all the costs which we incur in consequence of such breaches, whether foreseeable or not.



The Company will use its discretion to repair, replace or otherwise make good any damage caused by such breaches including paying any fees, fines or charges that may be levied upon us as a consequence of such breaches.

The Hirer agrees to pay any such costs incurred by the Company on a full indemnity basis, including any legal or other professional fees that may arise, within 30 days of our providing you with details of such charges.

10. Liability

To the greatest extent permitted by law the Company transfers any and all liability to the Hirer and the Hirer takes on responsibility and liability for the Hire Venue and for all activities that take place therein during the Hire Period and for all the actions of Visitors. Save as may be required by law, the Company shall have no responsibility or liability for the Hire Venue for the Hirer or for the Visitors during the Hire Period.

11. Limitation of Financial Liability

To such extent, if any, that the Company is liable, our liability shall be limited to a maximum of twice the fees paid by the Hirer under this Agreement.

12. Indemnity

To the greatest extent permitted by law the Hirer hereby indemnifies the Company and its servants or agents and holds them harmless against any claims of whatsoever nature (including any claims for personal injury) that may arise in any way in connection with the Hire Venue during the Hire Period, whether foreseeable or not, and including any consequential losses or costs including professional fees or charges and any fines or charges levied by any state or judicial authority. This indemnity shall only not apply in respect of claims arising out of deliberate acts or negligence of the Company.

The Hirer agrees to pay any sums for which it is liable under this clause on a full indemnity basis within 30 days of our providing you with details of such.

13. Right to Terminate

We reserve the right to terminate forthwith any activity or gathering not properly conducted, and in extreme cases to terminate the Agreement prematurely, if we determine, in our absolute discretion, that there is an unacceptable risk to the safety or wellbeing of any person, or an unacceptable risk of damage to Huntley Wood or its facilities, or that a licensable activity is being conducted in contravention of the Agreement, or that an activity is being conducted which is in contravention of the law.



In the event that the Company terminates either an activity or the Agreement, the Hirer shall have no recourse to recover any fees paid and will remain liable for remaining fees and any damages or losses and for the indemnity set out at Clause 12.

The Company may also determine, in our absolute discretion, in the case of an event outside of our control that causes us to be unable to proceed or continue with the Agreement, such as a fire, vandalism or anything else that makes the site unsafe or unfit for use, or in the event the Company faces issues with potential insolvency, to so terminate the Agreement at any time. In such an event, fees already paid will be repaid to you, but the Company shall have no liability beyond this to you for any costs or losses that you may suffer in consequence of such termination.



HEALTH & SAFETY WHILST AT HUNTLEY WOOD

Your health and safety while visiting Huntley Wood is very important to us.

The information in this document will help familiarise you with health and safety, the major risks, and what you are expected to do to keep yourself and others safe while visiting Huntley Wood.

Remember – safety comes first. If you feel unsafe, STOP, talk to someone, and request additional assistance or information if needed.

Please also be mindful of the safety of others, both by employing safe practices yourself and by encouraging others to do so.

We are committed to the health and safety of our visitors and workers and expect everyone on Huntley Wood grounds to adhere to the health and safety guidelines and policies we lay down, to ensure a safer environment for all.

FAILURE TO COMPLY WITH THE RULES AND PROCEDURES LAID OUT IN THIS DOCUMENT MAY RESULT IN YOUR IMMEDIATE REMOVAL FROM SITE.

RISKS AT HUNTLEY WOOD

Huntley Wood is a former sand and gravel quarry which has been transformed into an outdoor recreation and leisure venue.

As a former sand and gravel quarry, there are a number of risks which you must be aware of while visiting. The next few pages outline the major risks, but whatever you are doing, and wherever you are on site, you should always look around you, consider the potential hazards, and ensure that you take sensible precautions to reduce any risk to yourself or others.

REMEMBER, SAFETY COMES FIRST!

Traffic

On and off road. Be careful when near roads & tracks, or when walking alongside roads & tracks, and be aware that vehicles could be moving about on any part of the site.



Dogs

The site owners/managers have dogs that live on the site. Although great care is taken to prevent interaction with visitors, they may be present on any part of the site, at any time. **Visitors may bring their dogs on site only with prior consent from the site owners/managers.** All dog waste must be picked up and put in a suitable trash bin.

Log Piles

We have Log Piles in designated areas, near campfires and in some forests. These can shift unexpectedly, causing heavy timber to roll or fall, and can cause injury. Do not disturb log piles and only use designated firewood.

Uneven Ground

The terrain is uneven across much of the site with hazards such as tree roots and stumps which can cause tripping and falling. A number of areas have rabbit holes and other animal dens which are significant hazards and can easily result in injury. Always watch your step!

Slippery Ground/Surfaces

Woodland and grass areas can become muddy and slippery. Always watch your step!

Barbed Wire

There are several barbed wire fences across and around the site, which can cause injury. Use caution when walking near fences.

Open Ditches

There are a number of open ditches on site, some new and exposed, others old and overgrown, which can easily cause falls. We advise against climbing into dense vegetation as you don't know which might be underneath it! Always watch your step!

Steep Slopes & Large Drops

There are a number of very steep slopes and long drops across the site. Make sure you know where you are going, and never stray off established paths without a guide who knows the site, unless you can clearly see that your path is safe. Familiarise yourself with danger areas on the site and stay away from them.

Deep Water & Silt

There are several lakes/ponds on the site, some of which have deep, cold water and some of which are on top of deep silt beds which can act like quicksand. **DO NOT** enter the water under any circumstances and be careful on the banks of ponds or around areas of standing water, where the ground may be soft. Never drink from our lakes!



Trees

High winds or heavy rain can loosen branches and destabilise trees, and even apparently healthy trees can shed branches unexpectedly. Always be cautious when walking in woodland areas, especially after stormy weather.

Vegetation

Some plants such as thistles, brambles or stinging nettles can cause minor damage to skin, while others can provoke allergic reactions, ranging from minor to severe, if touched or ingested. Any plant can cause damage if you catch a twig or shoot in your eye. When walking in overgrown areas or handling plants, please make sure you cover skin by wearing long sleeves, long trousers and gloves.

Weather

When outside, the weather can impact significantly on your health and safety.

In hot weather, wear sunscreen to protect against skin damage, and fewer layers of clothing to prevent heat exhaustion. In cold weather wear more layers of clothing and waterproofs to protect against rain and cold. Take regular breaks in sheltered locations (cool shade in hot weather, warm cars or buildings in cold weather), and ensure that when walking a significant distance from the buildings you take adequate supplies of water and drink regularly to avoid dehydration.

Public Access

Although Huntley Wood is closed to the public, with signs and fences in place, there is one public footpath through the ancient woodland in the Deepmere, and members of the public have been known to stray outside of this path into other parts of the site.

Insect Bites and Stings

Wasps, bees, ants, ticks and other insects can bite or sting, and may be present across the site. Bites or stings can cause minor reactions or severe allergic reactions. Please be aware of insects, particularly in areas with heavy vegetation.

FIRE SAFETY

Fire is one of the biggest risks in a woodland setting, therefore it is imperative that all Fire Safety rules are adhered to by all visitors to Huntley Wood.

The following rules apply AT ALL TIMES:

- Do not set open fires outdoors unless authorised to do so by a Site Manager.
- If permitted by a Site Manager to light an outdoor fire, it must be kept within the fire pit zone indicated by the Site Manager that you may use.
- No combustible or highly flammable products (e.g. petrol, oil, kerosene) may be used on outdoor fires.



- Visitors may use products designed to change the colour of fires, but only where these are chemicals that affect the colour of the fire only and not the size/volatility of the fire.
- **Absolutely no open flames inside any of the buildings**, including on veranda areas or outside parts of the buildings. This includes candles, gas camping cookers, tealights, etc. If you wish to create ambience inside the buildings, please use battery operated electric 'candles' only.
- No smoking permitted inside any of the buildings.
- Smoking is allowed on the veranda areas of buildings and in outdoor areas but all cigarette butts must be disposed of in a proper non-flammable receptacle (e.g. metal or glass bin).

If in doubt about anything, please ASK FIRST.

IN THE EVENT OF FIRE

IF SAFE TO DO SO, please employ nearby firefighting equipment such as fire extinguisher, water, fire beaters or blankets. **MAKE SURE** you only use the appropriate equipment, e.g. **DO NOT** use water on electrical fires.

If the fire cannot be swiftly extinguished, retreat to safety and dial 999 or 112 for the emergency services.

WILDLIFE CONSIDERATIONS

We have some interesting and important wildlife and ecology at Huntley Wood which must be taken into account when visiting. We apply the 'precautionary principle' to keep disturbance to wildlife minimal.

When visiting:

- Please be as considerate to the environment as possible.
- Keep vehicle speed down when moving around site and remain on established roads at all times.
- Be extra careful around the edges of the site and near large patches of vegetation.
- No open fires other than if given permission and in areas stipulated by a Site Manager.
- Dispose of all cigarette butts in suitable fire-safe receptacles.
- Do not drop litter.