

**SITE HIRE AGREEMENT FOR USE OF
LEE VALLEY SHOWGROUND**

Presented by the Corporate Director

EXECUTIVE SUMMARY

This paper provides Members with an update on negotiations with We Are The Fair Ltd regarding a proposed five-year hire agreement for the use of the Lee Valley Showground, to host music festival style events.

We Are The Fair Ltd are an independent and award winning live event production agency, building festivals and large-scale events for more than a million people per year across multiple venues and outdoor spaces. We Are The Fair have previously won the National Outdoor Events Association 'Best Practice Award for Health and Safety'.

We Are The Fair Ltd have a history of working with the Authority dating back to 2017 when they first coordinated a successful music festival on Three Mills Green. Since then regular festivals have successfully been delivered on the Green and on the Lee Valley Showground.

To support the Authority's ambitions for event hires and to further enhance the planning process for events on the Showground, Members are asked to consider the recommendation of this report to enter into a five-year site hire agreement with We Are The Fair Ltd for the use of the Showground, initially for a two day event in July or August each year.

RECOMMENDATION

Members Approve: (1) entering into a new five-year site hire agreement with We Are The Fair Ltd for the use of the Lee Valley Showground in accordance with paragraphs 18 to 25 of this report.

BACKGROUND

1 We Are The Fair Ltd (WATF) are an independent and well-respected live event production agency, facilitating a number of well-established music and cultural festivals across the country.

- 2 WATF have worked with LVRPA since 2017 when they first introduced an event at Three Mills Green attracting over 16,000 people. Since 2017 WATF have continued to work with LVRPA on similar events, now including a two-day music festival on the Showground in August each year, attracting over 20,000 people across the two day event from across the region.
- 3 LVRPA has developed an excellent working relationship with WATF over many years, with both organisations supporting each other with licencing requests and conditions, community consultation and all health and safety regulations relating to successful event delivery. WATF is seen as a trusted and well-respected organisation to work with across the events industry, with their CEO an active member of the Festival DCMS / Public Health England workforce, who also sits on the NOEA (National Outdoor Events Association) council and is the Vice Chair of the AIF (Association of Independent Festivals).
- 4 LVRPA has hired the Showground to WATF for the last two years to facilitate both Maiden Voyage and Eastern Electrics music festivals across the August bank holiday. Both of these events were very successful and included all of the usual challenges including traffic management in the local area, which is addressed with a robust traffic management plan, environmental impact mitigation and site remediation post event which were dealt with effectively. WATF have demonstrated their capability and professionalism, with notable positive feedback from the licencing authority and through their community consultation work.
- 5 The request for a five-year continuous site hire agreement secures an agreed rental income to LVRPA for the use of the site. An agreement of this nature also helps WATF to establish robust and long-term agreements with suppliers of event infrastructure and equipment, often very difficult to source during busy event periods.
- 6 A longer-term agreement helps support the planning and obligations on WATF required to prepare for the changes in legislation relating to Martyn's law following the Manchester enquiry into the terrorist attack in May 2017. Specifically the review of security and counter terrorism plans in liaison with the emergency services and the review of all event infrastructure for the protection of attendees and staff.
- 7 LVRPA has previously entered into one-year site hire agreements with WATF for the use of the Showground. These hire agreements even though for 12 months have been for the 2 day festivals over the August bank holiday

EVENT DELIVERY

- 8 The LVRPA Events team coordinate and support on average 35 plus events in the Park per year, made up from a combination of sports National Governing Body (NGB) events, smaller community/charity events and larger-scale open spaces events.
- 9 In previous years both Three Mills Green and The Showground have hosted larger-scale music festivals attracting on average 50,000 attendees per annum from across the region, 8,000 per day on Three Mills Green and 15,000 a day on The Showground.
- 10 Average income generated through the Events team and through open space

event hirers is approximately £120K per annum. Additional income is also directly received via venues through sport NGB event delivery.

WE ARE THE FAIR

- 11 WATF are an independent and well-respected production company who manage some of the country's largest and most respected music and cultural festivals. They have worked with the Authority since 2017 and have run successful music festivals on The Showground for the last two years.
- 12 WATF have built up an excellent reputation with local partners and emergency services surrounding The Showground, including a good working relationship with Epping Forest Local Licencing Authority and Safety Advisory Group, plus excellent community consultation with local partners.
- 13 WATF have a good safety record and are industry leaders for event production, licensing and health and safety within the public realm. They are also one of the largest independent festival production companies in the UK, working across 128 shows.

SHOWGROUND SPECIFIC SITE HIRE AGREEMENT

- 14 The request is for a site hire agreement that spans a 5-year period and allows for WATF to facilitate a two-day music festival on The Showground site each year, see Appendices B and C for the exact location of the site and the access point.
- 15 The proposed agreement includes clauses which give LVRPA the right to terminate the agreement for, amongst other things, WATF breaching the agreement, including for not paying fees when due and for not adhering to LVRPA's "Specific Requirements" which relate to the protection of the site and ecological considerations.
- 16 The proposed site hire agreement also contains provisions dealing with health and safety matters and insurance.
- 17 Authority officers will continually work with and monitor WATF throughout this agreement, and after each festival, to review standards and ensure best practice and continued improvement.

PROPOSED SITE HIRE AGREEMENT TERMS

- 18 The term of the proposed Site Hire Agreement is for 5 years from the commencement of the agreement, signed by both parties.
- 19 Proposed agreement commencement date – 1 March 2023.
- 20 Fees and charges – Use of the Showground based on 2 event days and 12 build and breakdown days, £80,000 per year (£400,000 across a five year period), raising each year in line with inflation. The £80,000 per year fee comes directly from WATF and relates solely for the hire space of The Showground, the only costs incurred by the Authority relate to staffing costs to manage the hire agreement.

- 21 The proposed Site Hire Agreement allows WATF to hold events on the Showground on two days (one weekend) in July/August in each year of the term of the contract.
- 22 WATF will be required to provide a detailed Event Safety Management Plan for each event, to ensure full compliance with Health and Safety Regulations and licensing requirements. Specific areas within the plan are there to protect both the Authority and to ensure the safety of people attending the festival, these include (but are not limited to):
- Traffic Management Plan;
 - Crowd Management Plan;
 - Medical Provision;
 - Noise Management Plan;
 - Waste Management Plan;
 - Ground Protection Plan;
 - Environmental and Sustainability Plan;
 - Ecological Considerations;
 - Event Risk Assessment; and
 - Residents and Local Businesses Engagement Plan.
- 23 WATF must provide the Authority with a ground protection plan, including a detailed site layout and description of the types of ground protection to be used in each area of the site, to include a contingency for wet weather conditions. In addition, WATF must produce a suitable lighting plan to protect sensitive areas, plus ensure signage and fencing is adequately used to prevent pedestrian access into ecologically sensitive areas.
- 24 WATF must provide the Authority with a damage deposit of £10,000 for each event, which is based on the potential for damage caused due to the event. The damage deposit may be applied towards the cost of repairing any such damage. WATF will also be liable for any repair or reinstatement costs which exceed the amount of the damage deposit.
- 25 The proposed hire agreement is always subject to a premises licence being issued by Epping Forest District Council. WATF must ensure that all stipulations of the licence are adhered to and a copy of the licence must be shared with the Authority.

ENVIRONMENTAL IMPLICATIONS

- 26 An external Ecological Mitigation and Opportunities Assessment has been carried out for The Showground by Temple Consultants. WATF are obliged to address and put in place measures to minimise any potential impact on the environment as per the consultants recommendations. This is drafted in the form of a risk assessment, see Appendix A to this report.

FINANCIAL IMPLICATIONS

- 27 If WATF exercise its rights under the proposed new Site Hire Agreement and hold events each year during the 5-year term, it will provide a continued income stream for LVRPA. It will also mean that The Showground will continue to be used for community open-air events.

- 28 A damage deposit fee of £10,000 will be collected from WATF one month before the first set up day in each contract year, and, as set out above, may be used to cover the costs of reinstatement work.

HUMAN RESOURCE IMPLICATIONS

- 29 There are no human resource implications arising directly from the recommendations in this report.

LEGAL IMPLICATIONS

- 30 The legal implications are dealt with in the main body of the report. Member approval is sought due to the length of the proposed Site Hire Agreement (five years).

RISK MANAGEMENT IMPLICATIONS

- 31 There is a potential risk to the continued wear and tear placed on open spaces through event delivery due to the heavy footfall and potential bad weather. This risk has been reduced with the requirement for hirers to demonstrate and document a Ground Protection Plan, plus more robust processes around event cancellations.

EQUALITY IMPLICATIONS

- 32 There are no equality implications arising directly from the recommendations in this report.

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BACKGROUND REPORTS

None

APPENDICES ATTACHED

Appendix A	Ecological Risk Assessment – Lee Valley Showground
Appendix B	Site Map 1
Appendix C	Site Map 2

LIST OF ABBREVIATIONS

WATF	We Are The Fair
LVRPA	Lee Valley Regional Park Authority
AIF	Association of Independent Festivals
DCMS	Department for Digital, Culture, Media and Sport
NOEA	National Outdoor Events association
NGB	National Governing Body

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Centre / Open Space: Showground		Review Date:	
Date:		Event Risk Assessment: Ecological Risk Assessment – We Are The Fair event (Include dates)	
List significant hazards	List groups of habitats/species who are at risk from the significant hazards identified	List existing control measures or note where the information may be found List risks which are not adequately controlled on the risk reduction plan	
Risk: Habitats			
Damage to ecologically important habitats within the site	<ul style="list-style-type: none"> • Lines of mature trees • Scattered trees • Areas of scrub • Tall herbs/grassland • Standing water 	<ul style="list-style-type: none"> ▪ Locate all event infrastructure on hardstanding areas wherever possible ▪ If no hardstanding available all event infrastructure should be sited within the amenity grassland (See Map A) ▪ Ecologically important habitats outside of the amenity grassland noted on Map A should be protected to minimise erosion and compaction from trampling and vehicle movements through the installation of temporary barriers or other appropriate means. ▪ Adequate signage to protect ecologically important habitats should be in place during all stages of the event. ▪ Location of ecologically important habitats should be noted in steward briefings to enable them to effectively communicate with the public. ▪ Root protection zones in accordance with BS5837:2021 should be maintained through the installation of temporary barriers (root protection area should be at least 12x the stem diameter at breast height). ▪ Watercourses and groundwater should be protected to prevent contamination and pollution. All generators and machinery should be in good working condition and be sited on impermeable surface such as hard standing or a drip tray, well away from any standing water or watercourses. A fuel spill kit should be available on site. 	
Risk: Species			



RISK ASSESSMENT FORM

Issue 1

Centre / Open Space: Showground		Date:	Review Date:
Event Risk Assessment: Ecological Risk Assessment – We Are The Fair event (Include dates)			
Disturbance to protected species – bats	Bats	<ul style="list-style-type: none"> ▪ Event lighting scheme to be produced for approval by LVRPA. This should be designed to minimise light spillage onto sensitive areas and features of value for bats (see Map A). ▪ Lighting should only be used for the period of time that it is required, where possible the site should be kept dark during peak bat activity periods which are 0 to 1.5 hours after sunset and 1.5 hours before sunrise. ▪ Lighting required for security or safety reasons should use a lamp of no greater than 2000 lumens (150 Watts) and should comprise sensor-activated lamps where applicable; ▪ Use narrow-spectrum light sources that peak higher than 550 nanometres, avoiding lights with UV, white and blue wavelengths; ▪ Lights utilising LED technology are the preferred option as these lights do not emit on the UV spectrum, are easily controllable in terms of direction/spill and can be turned on and off instantly; ▪ A 'warm white' spectrum LED light (ideally <2700 Kelvin) should be used over 'cool white' to reduce blue light component; ▪ Avoid the use of sodium or metal halide lamps, these gas lamps require a lengthy period in which to turn off and the diffuse nature of the light emitted makes light spillage a significant problem. ▪ Lighting should be directed to where it is needed to minimise light spillage. This can be achieved by limiting the height of the lighting columns and by using a steep downward angle as possible and/or a shield/hood/cowl/baffle/ouvre that directs the light below the horizontal plane and restricts the lit area; ▪ Usually using lower lighting columns and increasing the spacing between them reduces light intensity and spill; ▪ In the event bats are unexpectedly discovered during event preparation all works to that area should temporarily cease and LVRPA Conservation Manager informed 	<ul style="list-style-type: none"> ▪ Avoid operating events during bird nesting season (March – August) ▪ If events take place during the breeding season and breeding bird
Disturbance to Schedule 1 Breeding Birds	Schedule 1 birds including: Kingfisher		

Centre / Open Space: Showground		Date:	Review Date:
Event Risk Assessment: Ecological Risk Assessment – We Are The Fair event (Include dates)			
		Cettis Warbler Barn Owl	<p>surveys indicate that Schedule 1 birds are nesting on or adjacent to the site a suitable mitigation strategy should be devised in consultation with LVRPA, this could include measure such as installation of acoustic fencing.</p> <ul style="list-style-type: none"> ▪ To avoid contravention of the Wildlife and Countryside Act 1981 (as amended), event should be planned to avoid the possibility of killing or injuring any wild bird or damaging or destroying their nests. ▪ Any vegetation clearance needed should take place outside of the main bird nesting season (typically March to September). ▪ If vegetation clearance is needed within the bird nesting season areas of suitable habitat should be thoroughly checked by an ecologist prior to clearance. If any active nests are found, all works in that area must stop immediately and the LVRPA Conservation Manager consulted. ▪ Temporary barriers should be installed to prevent encroachment into potential bird nesting areas by staff and event attendees ▪ The location of potential bird nesting habitat should be noted in steward briefings to enable them to effectively communicate with the public.
Disturbance to Breeding Birds		Breeding birds	
Protection of potential Great Crested Newts		Great Crested Newts (GCN)	<ul style="list-style-type: none"> ▪ GCN have been recorded in the vicinity but not on the site itself, therefore a precautionary approach should be adopted. ▪ Any vegetation removal required should be approved in advance and undertaken by LVRPA outside of the GCN hibernation period (Nov – March). ▪ In the event that GCN's are discovered on site, all works must stop and advice sought from an ecologist on how works can proceed; a mitigation licence from Natural England may be required.
Protection of Reptiles		Reptiles	<ul style="list-style-type: none"> ▪ Suitable habitat for reptiles has been identified on site, see Map 1. ▪ Any work required in this area should be approved and undertaken by LVRPA. Work should take place during the reptile active season (March-October, inclusive) under a precautionary method of clearance but with consideration for any other constraints relating

RISK ASSESSMENT FORM

Issue 1

Centre / Open Space: Showground	Date:	Review Date:
Event Risk Assessment: Ecological Risk Assessment – We Are The Fair event (Include dates)		

Protection of Hedgehogs	Hedgehogs	to other species including breeding birds and GCN's.
		<ul style="list-style-type: none"> ▪ The scattered scrub on site has potential to support Hedgehogs – see Map 1. ▪ Any works required in this area should be approved and undertaken by LVRPA and ground level vegetation clearance within the scrub habitats should be undertaken outside of the hibernation period (November – March inclusive).

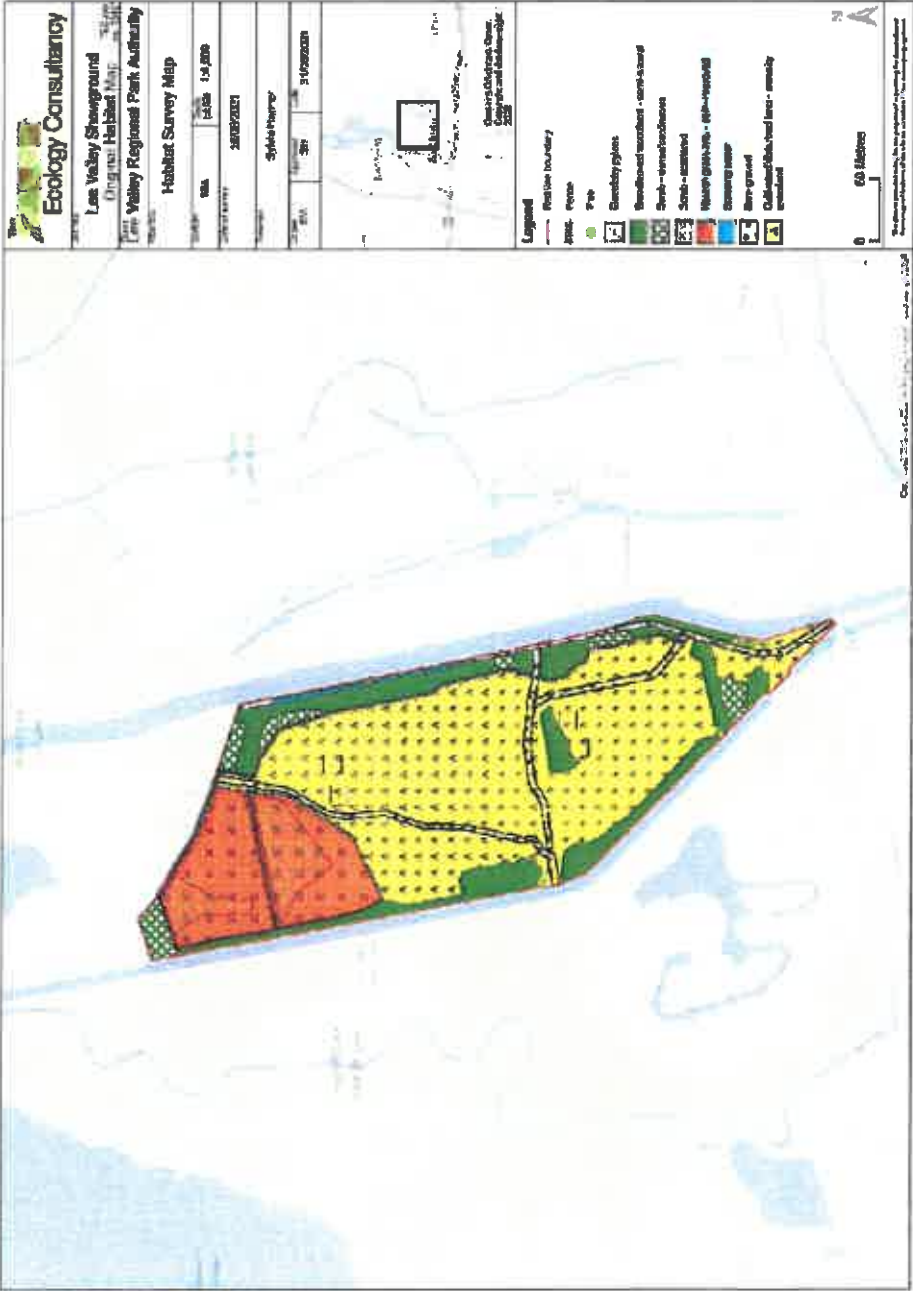
Risk Assessment Conducted by:	Name (Print)
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RISK ASSESSMENT FORM

Issue 1

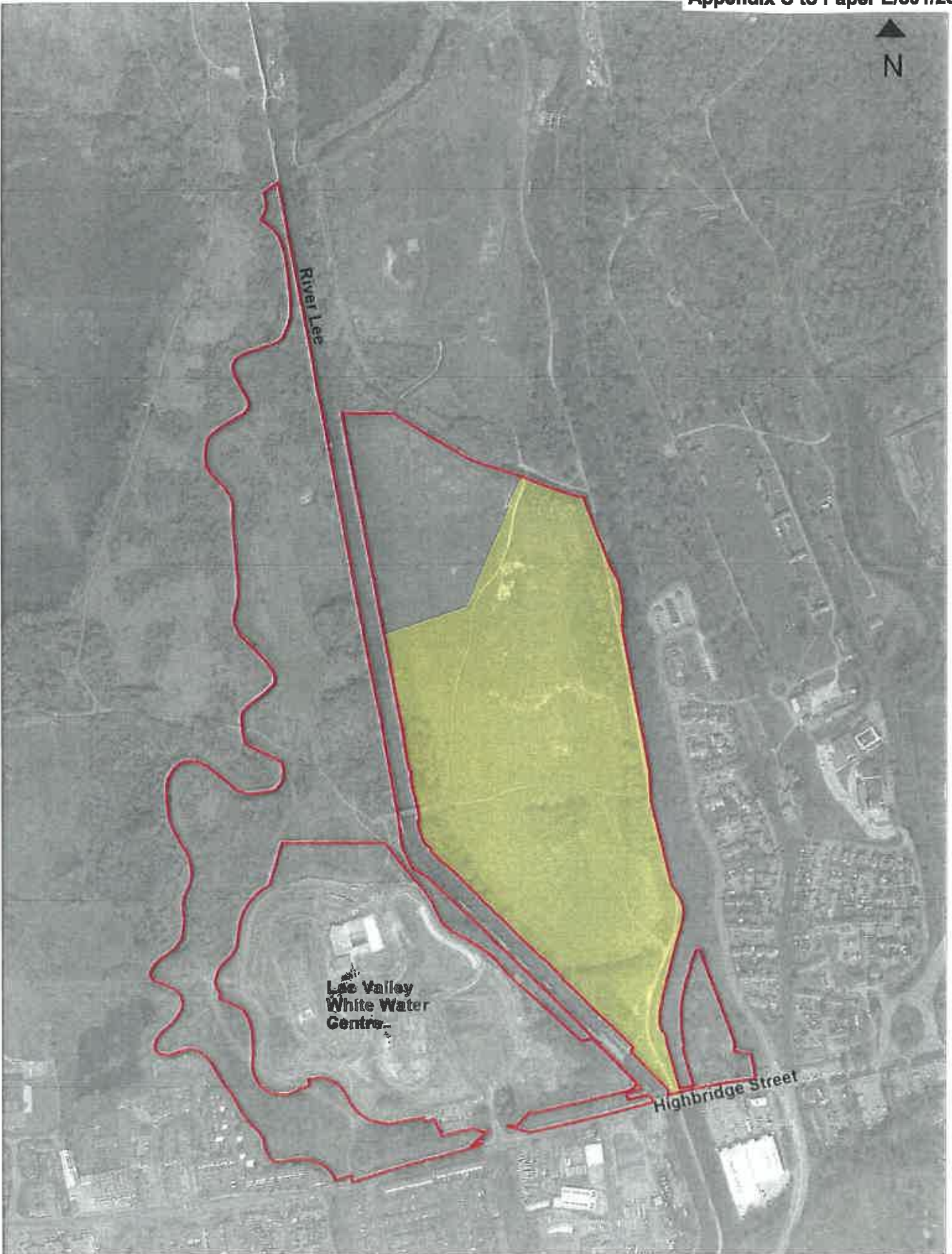
Centre / Open Space: Showground	Date:	Review Date:
Event Risk Assessment: Ecological Risk Assessment – We Are The Fair event (Include dates)		



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Site Map 1 - Referencing the Entrance





Showground Site

NTS @ A4
01.02.17

Produced by: Corporate GIS (AAB)
T:\...Departmental Maps\L + E\Events\Event Space Plans 2016>Showground AP (AB) 010217-PT

 Event Area  Site

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