

HULL 2017 VENUE AGREEMENT

THIS AGREEMENT is made on

2017

BETWEEN

- (1) **HULL UK CITY OF CULTURE 2017 LIMITED** a company incorporated in England and Wales under company number 9106231 (with registered charity number 1162199) whose registered office is at Pacific Exchange, 40 High Street, Hull, HU1 1PS ("**Hull 2017**"); and
- (2) **THE BURTON CONSTABLE FOUNDATION**, a company incorporated in England and Wales under company number 02614135 whose registered office is at Burton Constable Hall, Skirlaugh, East Riding of Yorkshire, HU11 4LN (the "**Owner**").

1. DEFINITIONS

In this Agreement, the following words and phrases shall have the following meaning:

Agreement	This document and the schedule thereto.
BBC	The British Broadcasting Corporation incorporated by Royal Charter on the twentieth day of December 1926 and having its principal office at Broadcasting House, Portland Place, London W1A 1AA, England.
BBC Designated Areas	Areas and/or buildings and forming part of the Event Location (the exact size, location and times of use to be agreed) which will be exclusively set aside for use by the BBC and its production facilities during the Licence Period.
Costs	means (i) the amounts identified in the Cundalls report annexed to this Agreement (ii) all loss of income relating to the operation of the house and cafe and (iii) all costs incurred relating to the construction, upkeep and removal of fences and gates erected for the Event.
Event	'BBC Radio 1's Big Weekend 2017' on Saturday 27 th and Sunday 28 th May 2017: a free ticketed popular music event to be held on the Event Dates at the Event Location with an audience capacity of up to twenty nine thousand five hundred (29,500) per day comprised of approximately twenty six thousand (26,000) public audience, two thousand (2,000) guests and one thousand (1,000) BBC staff (the "Maximum Capacities") which the BBC intends to (without limitation) film, record, and broadcast.
Event Dates	Saturday 27 th and Sunday 28 th May 2017 unless otherwise rescheduled in accordance with Clause 2.7.
Event Location	Burton Constable Hall, Skirlaugh, East Riding of Yorkshire, HU11 4LN and the BBC Designated Areas, all as identified on the site plans attached at Schedule 1 (or other site plan to be agreed by the Parties and the BBC).

Event Management Plan	The document produced for the Event containing all risk assessments, method statements, site plans, build and de-rig schedules and a contact list all of which shall cover compliance with any regulatory licence in respect of the Event together with the activities of the BBC, those of third party contractors, and of Hull 2017 at the Event Location. The Event Management Plan will also include a Traffic Management Plan, a Major Incident Plan, a Waste Management Plan and a Cleansing Management Plan.
Hull 2017 Named Representative	Helen Thackeray.
Hull 2017 Services	The aspects of the Event identified in Clause 4 and in the Event Management Plan as being Hull 2017's responsibility.
Licence Period	Monday 15 th May – Sunday 4 th June 2017 (and/or such reasonable extension or other three (3) week period necessary to facilitate the hosting of the Event if rescheduled in accordance with Clause 2.7).
Live Event Agreement	The live event agreement to be entered into on or around the date of this agreement between the BBC and Hull 2017.
Owner's Named Representative	Nick Hildyard and Rodrica Straker and/or the Owner's Director and/or such other individual as shall be notified by the Owner in writing to Hull 2017.
Owner Services	The aspects of the Event identified in Clause 3 and in the Event Management Plan as being the Owner's responsibility.
Premises Licence	The premises licence relating to the Event.
Previous Condition	The condition of the Event Location as at a date to be agreed by the parties to this Agreement, as evidenced by a land survey report carried out by Cundalls.
Public Entertainment Licence	The public entertainment licence relating to the Event.
Traffic Management Plan	The traffic management plan to be agreed in relation to the Event.
Utilities	Existing electric and water inside the Event Location.

2. LICENCE

- 2.1 In consideration of £1.00 (one pound sterling) (receipt and sufficiency of which is hereby acknowledged by the Owner), the Owner grants Hull 2017 an exclusive licence to use the Event Location (including non-exclusive use of access roads to and from the Event Location, to the extent such access roads are within the boundaries of the Event Location, as set out in clause 2.5 below) during the Licence Period for hosting (including without limitation setting up and dismantling) the Event in accordance with the Event Management Plan and the terms of this Agreement.
- 2.2 The Owner hereby confirms and warrants that Hull 2017 has exclusive use of the Event Location throughout the Licence Period and other areas designated for use in connection with

the Event, including the BBC Designated Areas (defined above) as well as use of all existing utilities located on these sites, for all uses set out herein and to the extent necessary to enable both parties to fully perform their obligations and responsibilities under this Agreement.

2.3 Owner's and public access during the Licence Period shall be as follows:

- (a) Access to the Event Location before and after the Event Dates shall be permitted, save for the BBC Designated Areas for which access shall not be permitted unless approved by the BBC in advance, such approval not to be unreasonably withheld or delayed;
- (b) Access to the Event Location during the Event shall not be permitted other than to the extent that it is necessary for the Owner to perform its obligations and responsibilities under this Agreement and as agreed in advance to enable the Owner to safeguard the Event Location.

2.4 Hull 2017, the BBC and their respective sub-contractors and representatives shall have free access to the Event Location prior to the Licence Period at all reasonable times and on reasonable notice, to be agreed in writing in advance by the Owner, for the purposes of carrying out site visits and preliminary surveys.

2.5 Hull 2017, the BBC and their respective sub-contractors and representatives shall have unrestricted access (subject to Clause 2.4), with or without vehicles and machinery, inside the Event Location throughout the Licence Period for the purposes of setting up the Event, holding the Event and dismantling after the Event and erecting all infrastructure at the Event Location for the Event.

2.6 The Owner shall ensure that Hull 2017, the BBC and their respective sub-contractors and representatives and all attendees to the Event have the right to use all existing access routes to and from the Event Location, to the extent such access roads are within the boundaries of the Event Location, and the management of these access routes shall be detailed in the Traffic Management Plan.

2.7 Hull 2017 shall have the option to reschedule the Event Dates to an alternative date, provided Hull 2017 has obtained the Owner's prior written consent to such alternative date. In such an event the Parties shall discuss and agree in good faith any reasonable extension to or reschedule of the Licence Period necessary to facilitate the hosting of the Event on the new dates. The Parties hereby agree that neither Hull 2017 nor the BBC shall be under no obligation to host the Event.

2.8 The Owner agrees in relation to the Event Location not to permit any notice, advertisement, name or sign of any kind to be affixed or exhibited at the Event which might appear in the filming/recording nor to carry out any commercial activities of any kind whatsoever inside or immediately outside the Event Location during the Licence Period or in connection with use of the Event Location for the Event.

2.9 Hull 2017 shall indemnify the Owner against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Owner arising out of or in connection with:

- (a) the entry into of this Agreement by the Owner;
- (b) the performance by the Owner of its obligations under this Agreement and any document referred to in this Agreement and any actions taken by the Owner in connection with the performance of its obligations under this Agreement and any document referred to in the Agreement;
- (c) restoring the Event Location to its Previous Condition;

- (d) the hosting of the Event;
 - (e) the negligent act or omission or wilful default by Hull 2017 in connection with the Event; and
 - (f) the termination of this Agreement.
- 2.10 If a payment due from Hull 2017 under clause 2.9 is subject to tax (whether by way of direct assessment or withholding at its source), the Owner shall be entitled to receive from Hull 2017 such amounts as shall ensure that the net receipt, after tax, to the Owner in respect of the payment is the same as it would have been were the payment not subject tax.
- 2.11 Irrespective of the sums due to the Owner pursuant to clause 2.9, Hull 2017 shall pay to the Owner by way of bank transfer to Burton Constable Foundation / acc. No. 81804170, HSBC Bank plc, Whitefriargate, Hull 40-25-20: (i) before 1 February 2017, the sum of £25,000; and (ii) within 30 days of the Event, the balance of the Costs.
- 2.12 Each of Hull 2017 and the Owner agree that they will (i) acting in good faith, review the Costs and (ii) use reasonable endeavours to reduce the Costs, and the Owner agrees that it will work on an open book basis and provide Hull 2017 with any documentation reasonably requested by Hull 2017 in order to review the Costs and (iii) review any reasonable proposals suggested by Hull 2017 to generate commercial revenues from appropriate activities at or near the Event Location to offset the Costs.
- 2.13 Interest shall accrue and be payable to the Owner on any part of the sum due to the Owner pursuant to clause 2.9 at the rate of 2% per annum above the base rate for the time being of HSBC Bank plc.

3. OWNER SERVICES

- 3.1 The Owner undertakes to liaise and cooperate with Hull 2017 in relation to the Event.
- 3.2 In furtherance of Clause 3.1 above, the Owner shall ensure that all necessary and sufficient authority and powers are given to the Owner's Named Representative who shall ensure the performance of the Owner's obligations under this Agreement. If the Owner's Named Representative becomes unable to carry out their responsibilities for any reason whatsoever then the Owner shall notify Hull 2017 in writing and use reasonable endeavours to provide a suitably qualified replacement to Hull 2017.
- 3.3 Hull 2017 shall ensure that the Event Location is throughout the duration of the Licence Period covered by insurance and the Owner and Hull 2017 shall liaise with each other to ensure that all necessary insurances have been obtained in relation to the Event.
- 3.4 The Owner shall provide access to the Utilities inside the Event Location (including the BBC Designated Areas) and shall use reasonable endeavours to facilitate access to install and route ISDN lines through the Event Location for use in connection with the Event (the exact installation times and arrangements to be agreed with the Owner in writing in advance of such works being carried out).
- 3.5 Without limitation, the Owner specifically denies any implied or express representation that the Utilities will be fit for purpose or operate uninterrupted.

4. HULL 2017 SERVICES

- 4.1 Hull 2017 undertakes to liaise and co-operate with the Owner in relation to the Event.

- 4.2 Hull 2017 shall ensure that all necessary and sufficient authority and powers are given to Hull 2017's Named Representative who shall ensure the performance of Hull 2017's obligations under this Agreement and shall support the Owner in fulfilling its obligations under this Agreement. If Hull 2017's Named Representative becomes unable to carry out their responsibilities for any reason whatsoever then Hull 2017 shall notify the Owner in writing and use reasonable endeavours to provide a suitably qualified replacement to Hull 2017.
- 4.3 Hull 2017 undertakes, prior to the Event, during the Event and after the Event, to provide cleansing services of the Event Location and surrounding area of a suitable standard for public use and access, including, without limitation, full and comprehensive litter clearance and refuse collection for the Event Location overnight after day one of the Event prior to commencement of day two of the Event. Hull 2017 shall be responsible for compliance with any clauses contained in the Premises Licence or Public Entertainment Licence relating to cleaning or environmental issues.
- 4.4 Hull 2017 shall arrange for and carry out required repairs to remedy any damage to the Event Location and any other areas as a consequence of the Event, including the reasonable wear and tear to be expected from an Event of this size and nature and any damage to any utilities situated at the Event Location. This includes restoring the Event Location to its Previous Condition.
- 4.5 Hull 2017 shall provide a Residents Liaison Officer for any necessary liaison with local residents of the Event Locations and surrounding area.
- 4.6 Hull 2017 shall provide press support to maintain good press relations with the local community.
- 4.7 Hull 2017 shall arrange necessary stewarding, security and crowd control outside the Event Location to steward the crowds to the Event and protect the surrounding vicinity.
- 4.8 Hull 2017 shall take responsibility for all health and safety matters in relation to the Event outside the Event Locations and all existing land and structures inside the Event Locations being used for the Event.

5. RIGHT TO RECORD

- 5.1 The Owner hereby grants Hull 2017 the exclusive right to record, photograph, and/or include in a live relay, live stream and/or delayed broadcast, in audio and/or video form all or any part of Event and the performances occurring thereat. In giving this consent, the Owner acknowledges that Hull 2017 can bring those persons and equipment to the Event which Hull 2017 deems reasonably appropriate to make these recordings.
- 5.2 The Owner acknowledges that all rights in recordings made at the Event as permitted by this Agreement will vest in the BBC and the BBC shall be entitled to assign, licence or otherwise exploit these recordings by all means and in all media throughout the universe.

6. EQUIPMENT/MATERIALS

- 6.1 Each Party shall be responsible for the care, control, security, insurance and maintenance of its own equipment and materials to perform their respective services.
- 6.2 The Owner accepts no liability for loss of or damage to the equipment/materials of Hull 2017.
- 6.3 Neither Party shall use any equipment/materials of the other Party without the prior written consent of the respective party.

7. DUTIES OF PARTIES

- 7.1 Hull 2017 shall have the right to make such changes, alterations, additions as appropriate to the Event Location, provided that such changes shall be temporary in nature and Hull 2017 shall restore the Event Location to the Previous Condition and shall not damage the Event Location in any way.
- 7.2 To the extent reasonably necessary to comply with its obligations under this Agreement, the Owner shall co-operate and liaise with any other contractors, sponsors and/or service providers of Hull 2017 from time to time (or as expressly requested to do so from time to time by Hull 2017) in connection with the provision of the Event Location and the Owner shall ensure that all personnel of the Owner shall similarly co-operate.

8. CONFIDENTIALITY

The Parties shall keep as strictly confidential the provisions of this Agreement and all materials and information of a confidential nature supplied in connection with the operation of this Agreement and shall not use the same, nor disclose the same to any third party without the other party's prior written consent, except as may be reasonably necessary to enable it to carry out its obligations under this Agreement; or where required by law or by an order of a court or other authority of competent jurisdiction.

9. MARKETING RIGHTS

- 9.1 The Owner agrees that it shall obtain the prior written approval of, such approval not to be unreasonably withheld or delayed, and shall comply with any conditions imposed by Hull 2017 should it wish to create or distribute publicity material (such as press releases) referring to Hull 2017 or the BBC.
- 9.2 Hull 2017 agrees that it shall use all reasonable endeavours to ensure that the Event Location features in publicity materials relating to the Event and that it shall work with the BBC to ensure that the marketing and communications plan for the Event shall reference the Owner.
- 9.3 Hull 2017 shall use all reasonable endeavours to supply the Owner with any imagery it commissions in relation to the Event.
- 9.4 Hull 2017 acknowledges that it is intended that each of Natural England and Historic England shall be entitled to promote themselves at the Event Location in a manner to be agreed with the BBC.
- 9.5 The Owner shall not, and shall procure that no personnel of the Owner shall, knowingly participate in, facilitate or encourage any ambush marketing of Hull 2017 UK City of Culture or any event forming part of Hull 2017 UK City of Culture, nor act in any way which could harm the Hull 2017 brand, trade-marks or other proprietary rights or those of the sponsors of Hull 2017.
- 9.6 The Owner shall have no right to use any trade-marks, trade names, logos or other intellectual property rights of Hull 2017 (including marks and designs relating to Hull 2017 UK City of Culture and the name "Hull 2017") and shall not, and shall procure that no personnel of the Owner shall, represent (directly or indirectly) that the Owner's or any personnel of the Owner's activities, products or services are in any way associated with Hull 2017 or Hull 2017 UK City of Culture, except that the Owner is authorised to publish or issue a factual statement about the Owner's provision of the Event Location to Hull 2017.

10. HULL 2017'S WARRANTIES

- 10.1 Hull 2017 represents and warrants that:

- (a) it has the right, power and authority to enter into and fully perform its agreements, obligations, representations, undertakings and warranties specified in this Agreement and the Live Event Agreement;
- (b) it and those employed or engaged by it shall be competent to fulfil its obligations under this Agreement (which includes having relevant experience, training and/or qualifications), use proper care, skill and diligence whilst discharging its obligations under this Agreement, execute this Agreement in a timely and professional manner and hold any licence, permit and/or certificate required by law for the performance of this Agreement;
- (c) it will use its best endeavours to ensure that the BBC complies with the terms of the Live Event Agreement;
- (d) it will strictly observe and comply with all of its agreements, obligations, representations, undertakings and warranties specified in this Agreement.

11. TERMINATION

- 11.1 Either Party may by notice in writing terminate the Agreement with immediate effect if the other Party:
- (a) commits a breach of any of the provisions of the Agreement and if the breach is capable of remedy the relevant Party fails to remedy the breach within 14 (fourteen) days of receipt of a written notice specifying the breach and requiring its remedy; or
 - (b) commits a breach and the breach is not capable of remedy; or
 - (c) commits an act of bankruptcy or insolvency, is unable to pay its debts or makes any composition or arrangement with its creditors, or if it ceases or prepares to cease trading or operating as a registered charity or, or if it suffers the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of its assets.
- 11.2 The Owner or Hull 2017 may by notice in writing terminate the Agreement with immediate effect if the continued performance of this Agreement is prevented by reason of any event beyond the reasonable control of the Owner or Hull 2017 (any such occurrence being deemed an event of Force Majeure).
- 11.3 The expression 'an event of Force Majeure' shall mean and include fire, flood, lockout, unavoidable accident, national calamity or riot, Act of God, the enactment of any Act of Parliament any cause or event arising out of or attributable to war, or any other cause or event (whether of a similar or dissimilar nature) outside the control of the Parties hereto other than a shortage or lack of money.
- 11.4 Hull 2017 may terminate this Agreement by notice in writing with immediate effect if it has been notified by the BBC that the Event shall not take place.
- 11.5 Termination of the Agreement for whatever reason shall not prejudice any right of action accruing or already accrued to either Party at the date of termination.

12. SUB-LICENCE

Hull 2017 shall have the right to sub-licence all rights granted to it under this Agreement to the BBC and the Owner acknowledges that it is intended that such sub-licensing shall take place.

13. LIABILITY

13.1 The total liability of the Owner to Hull 2017 for any breach of this Agreement howsoever arising whether in contract, tort (including negligence) or for breach of statutory duty or in any other way (except in respect of liability for injury or death) shall be zero.

13.2 Nothing in this Agreement limits or excludes the Owner's liability to Hull 2017 for fraudulent misrepresentation or for death or personal injury caused by the negligence of the Owner or its employees, agents or sub-contractors.

14. GENERAL

14.1 Nothing in the Agreement shall be deemed to constitute either Party as the agent of the other or create a partnership or joint venture between the Parties. Neither Party shall have the power to bind the other to contract in the name of or create a liability against the other in any matter whatsoever.

14.2 The Parties shall act in good faith at all times and shall neither bring the other Party into disrepute nor, without the prior consent of the other, make any derogatory reference to the other in any advertising, promotional or published material.

14.3 References in this Agreement to Acts of Parliament shall be deemed to include their modification, replacement or re-enactment as appropriate. The unenforceability of any single provision of the Agreement shall not affect any other provision thereof. The failure of either Party to exercise or enforce any right conferred upon it by the Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.

14.4 This Agreement does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the Agreement.

14.5 Without prejudice to the rights of either Party in respect of actions relating to fraudulent misrepresentation, the Agreement and the documents referred to in it constitutes the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the Parties relating thereto. Any amendment or variation to the Agreement shall only be made by prior written agreement between the Parties.

14.6 All notices in connection with this Agreement shall be in writing and shall be sent by first class post to, in the case of each Party, the address shown on the first page of this Agreement.

14.7 The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement through negotiation between nominated representatives of each Party.

14.8 Upon expiry or termination of this Agreement for whatever reason, the rights and obligations of each Party to the other shall come to an end, save for the provisions of Clauses 10, 12, 13, and 14 which shall survive.

14.9 This Agreement shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 1

SITE PLANS

ANNEX



ADVANCE COMPENSATION CLAIM

STATEMENT OF CLAIM – AGRICULTURAL LOSSES

AT

**BURTON CONSTABLE HALL
SKIRLAUGH
EAST YORKSHIRE
HU11 4LN**



PREPARED FOR:

**THE TRUSTEES
OF THE
BURTON CONSTABLE FOUNDATION**

Caused by:

**HULL UK CITY OF CULTURE 2017 LIMITED
with regard to
RADIO ONE BIG WEEKEND – MUSIC FESTIVAL**

SUBJECT PROPERTY: Land at Burton Constable Hall, Hull, East Yorkshire

CLAIMANT: The Trustees of the Burton Constable Foundation

AGAINST: HULL UK CITY OF CULTURE 2017 LIMITED

DATE OF INCIDENT: 15th May 2017 to 4th June 2017

AGENTS: Cundalls, 15 Market Place, Malton, North Yorkshire, YO17 7LP

**SUMMARY OF ADVANCE CLAIM
BREAKDOWN OF AGRICULTURAL LOSSES SUFFERED**

**ADVANCE – PRE-EVENT COMPENSATION CLAIM
LAND ADJACENT TO BURTON CONSTABLE HALL**

1	Total area directly affected	Approx 98.58 acres
2	Total area consequently affected	Approx 76.5 acres
3	Total loss of FBT / grazing licence income	£8,270.10
4	Total loss of BPS income	£5,450
5	Total loss of HLS income	£5,400
6	Total consequently losses to grazing tenant Mr D Gray	£25,000
7	Total disturbance from event and total extra re-seeding & cultivation costs	To be agreed post event following survey
8	Accommodation Works	Hull UK City of Culture 2017 limited, to be responsible for meeting directly the costs of removing existing fencing and gates, and re-erecting new fences, gates etc using Burton Constable Foundations approved contractors and payment direct.
	TOTAL PRE EVENT COMPENSATION CLAIM	£44,120.10
9	Agents fees	£2,567.50 plus VAT

1. INTRODUCTION AND BACKGROUND

We are instructed by on behalf of The Trustees of the Burton Constable Foundation to prepare a compensation claim with regards to the losses caused on the agricultural land at burton Constable with regards to the Hull UK City of Culture 2017 limited holding the Radio One Big Weekend music festival on land owned by Burton Constable Foundation.

Cundalls provide agricultural consultancy advice to Burton Constable Foundation on various land agency matters including tenancy issues, grant scheme advice etc.

The report has been prepared by Tom Watson MRICS FAAV being a qualified chartered surveyor and past president of the East Riding of Yorkshire Association of Agricultural Valuers and director of Cundalls who are a company dedicated to and experienced in providing a multitude of land agency advice matters throughout Yorkshire.

We can confirm that Cundalls have the relevant experience to advise on such matters and we have been involved in various compensation work.

We have calculated compensation claims and agreed terms against most major authorities including: Yorkshire Water, Network Rail, UK Coal, National Grid, Npower, NEDL, Ministry of Defence etc

2. INFORMATION

It is assumed that the information supplied by the Burton Constable Foundation is correct at the date of the report and that there are no matters undisclosed which could materially affect our comments and opinions.

We have been provided with a copy of the proposed site plan / layout plan for the Radio One Big Weekend.

3. LOCATION AND SITUATION

Burton Constable Hall is a large Elizabethan country house and a Grade I listed building, due its historic nature which of national significance.

The Hall is set in a parkland setting, amounting to around 339 acres, designed by the famous landscape designer Capability Brown.

It is located approximately 3 miles south-east of the village Skirlaugh in Holderness, within the East Riding of Yorkshire, approximately 10 miles north-east of the city of Hull, and has been the home of the Constable family for over 400 years.

The property is situated in a rural location in open countryside surrounded by existing agricultural land.

The nearby village of Skirlaugh is situated approximately 3 miles to the west and provides a good range of services and amenities including village shop, public house and school.

The large commercial centre and fishing port of Hull is located within 10 miles and provides a wide range of services and amenities.

Beverley, East Yorkshire's county town, is approximately 15 miles distant which provides a comprehensive range of high quality services and amenities including shops, restaurants, schools and the well-renowned Beverley Racecourse. The traditional seaside resorts of Bridlington and Hornsea are located within a reasonably short drive and there are good nearby road links which can soon access the M62 motorway network.

4. GENERAL DESCRIPTION OF PROPOSAL

We understand that The Trustees of the Burton Constable Foundation have been approached by Hull UK City of Culture 2017 limited reading holding the Radio One Big Weekend music festival on land owned by Burton Constable Foundation.

The music festival is proposed to take place on Saturday 27th May and Sunday 28th May 2017 and access for setting up and taking down/clearing site will mean that the site is required for the period Monday 15th May 2007 through to and including Sunday 4th June 2017.

The proposed festival will have approximately 30,000 visitors per day to the site.

The proposed festival will directly affect the agricultural management of the property and will include loss of rental income, loss of Basic Payment Scheme and Higher Level Stewardship Scheme government income and consequential losses which will have to be paid to certain agricultural tenants. There will also be a need for accommodation works and installation/replacement of fencing post event and there will need to be a requirement for a disturbance claim post event to cover any losses occurred due to the event.

I will now describe the known advance claim losses that will definitely occur and expenses that the Foundation will occur due to the event in section 5 below:

5. COMPENSATION CLAIM

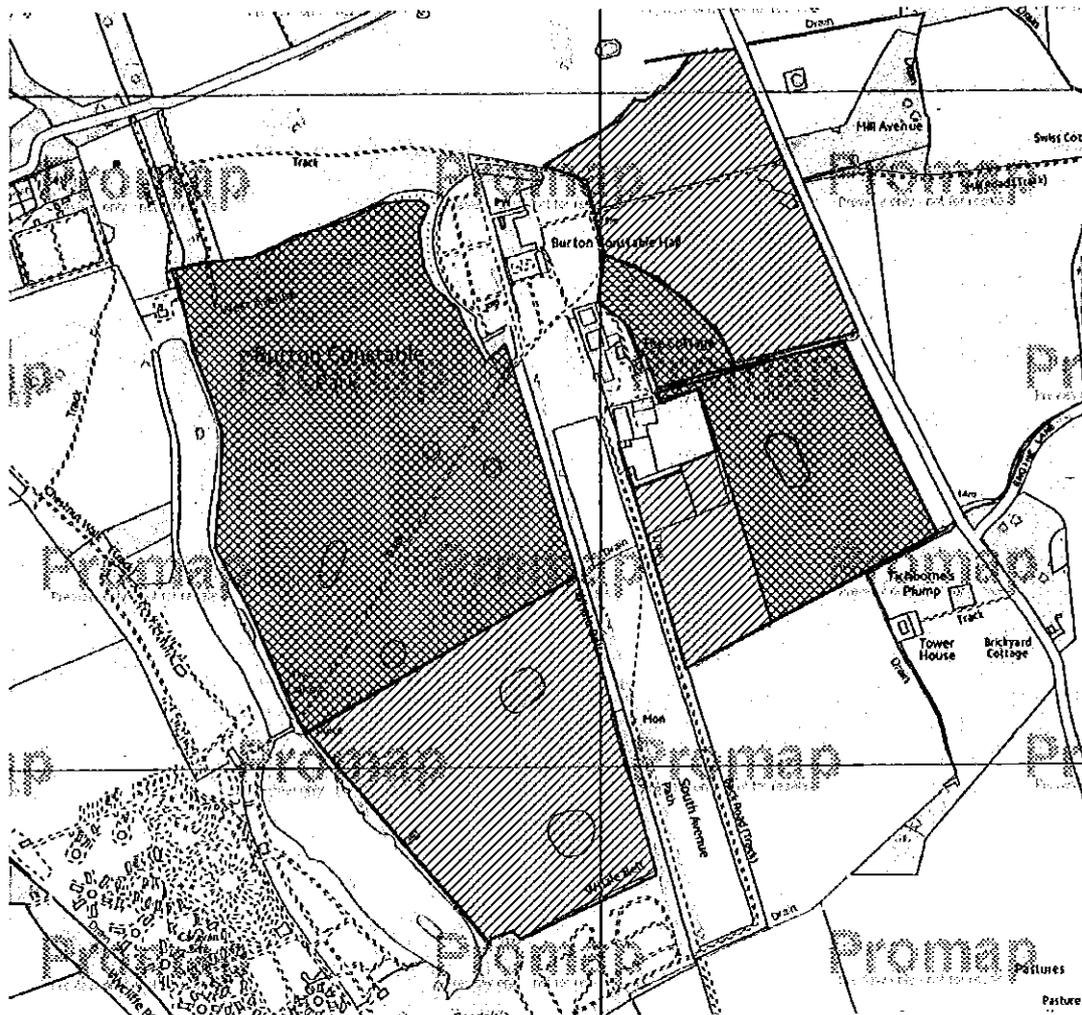
1. TOTAL AREA DIRECTLY AFFECTED

The fields below, are as identified on our understanding of the location of the Festival site, walkways, parking areas etc.

The area in Blue amounts to around 98.6 acres (39.9ha) and is the area that will be directly affected as the festival activities will occur over the blue area/ or will land-lock part areas, with activities including the festival site, parking for buses, walkways etc.

2. TOTAL AREA CONSEQUENTLY AFFECTED

The area in red amounts to approximately 76.5 acres (30.95ha) and is areas that aren't directly affected by the Festival, but are areas that will be not be able to be utilised until after the event and the tenants will need to be reimbursed for the whole fields.



3. TOTAL LOSS OF FBT / GRAZING INCOME

The total area directly affected and consequently affected by the scheme in all around is 175.1 acres (70.86ha). The whole area is currently let on agreements to third parties.

Due to the proposed festivals there will be disturbance caused to tenants and terms have been renegotiated meaning a loss in rent:

Usually rental income from the land, which will be lost, includes the following:

Area	Tenant	Loss
36.15 acres	Mr and Mrs Simpson	£1,138
109.86 acres	Mr Gray	£3,845.10
32.87 acres	Trustees of J R Chichester Constable Will Trust	£3,287
TOTAL		£8,270.10

4. TOTAL LOSS OF BPS INCOME

The Burton Constable Foundation each year claim Basic Payment Scheme government subsidies over the whole area, except the 32.87 acres land occupied by the Trustees of J R Chichester Constable Will Trust.

On the directly affected areas, edged in blue, for 2017 claim year we will not be able to submit a subsidy form to claim entitlements for the area as it will be in breach of cross compliance rules.

We will also need liability that if the proposed festival does cause any consequential loss over the remaining land that will be claimed on, that Hull UK City of Culture 2017 limited will cover any losses/penalties incurred.

Therefore the total BPS area that will be lost is as follows

Approx 77 acres / 32 ha

Total Losses = 32ha @ £175/ha = **£5,600**

5. TOTAL LOSS OF HLS INCOME

The Burton Constable Foundation are currently in a Higher level environmental stewardship scheme on the land, which is an environmental government subsidy, received over the whole area, including the 32.87 acres land occupied by the Trustees of J R Chichester Constable Will Trust.

On the directly affected areas, edged in blue, for 2017 claim year we will not be able to submit a subsidy form to claim for the as it will be in breach of rules.

We will also need liability that if the proposed festival does cause any consequentially loss over the remaining land that will be claimed on, that Hull UK City of Culture 2017 limited will cover any losses/penalties incurred.

Total Losses = £5,400

6 TOTAL CONSEQUENTIAL LOSSES TO GRAZING TENANT – MR D GRAY

Due to the short notice of matters, the current grazing tenant, Mr David Gray who occupies the 109.86 acres, which is directly and consequently affected by the festival (including the actual stage/festival site) has not been able to find alternative grazing elsewhere, due to the limited amount of grazing in this predominantly arable area.

Therefore Mr Gray is requesting consequential loss compensation, on the basis that he has had to hugely change his business for 2017, to account for the loss of grazing.

Mr Gray's suckler cow herd of 70 cows plus 70 young stock followers would usually occupy the 109.86 acres. Due to the Festival taking place he has had to substantially change his farming practices which means a 50 acre arable field has had to be sown to grass for the cows to graze instead and also longer time housing the cows inside meaning additional feed cost. This means that he will have substantial fencing costs, sowing costs, feed costs and will lose out on what the 50 acre field could have produced in terms of 3 crops of hay etc, and will mean less feed for his herd in winter, meaning more bought in feed and minerals will have to be purchased.

As he will not be able to utilise this land, he will therefore only agree to not use the land on the basis that he receives compensation to cover the above consequentially losses, which I have calculated at **£25,000**.

7.TOTAL DISTURBANCE FROM EVENT

This figure cannot be calculated as yet, however the Burton Constable Foundation will also need liability that if the proposed festival does cause any further damage or disturbance, such as damage to grasses resulting in need to cultivate, re-seed etc, damage to trees, resulting in need to re-plant trees, livestock escaping due to noise, livestock deaths due to stress, litter being left and resulting in death of animals/stock in future, that Hull UK City of Culture 2017 limited will cover any losses/penalties incurred.

I will take a pre-survey inspection of the site and do a record of condition the week commencing Monday 8th May 2017 one week prior to entry and will do a post event survey /record of condition the week after the event, week commencing 5th June 2017. Following the post event, survey inspection I will then forward a total disturbance claim for any other losses/costs occurred.

8.ACCOMMODATION WORKS

I understand that as part of agreed terms, that Hull UK City of Culture 2017 limited will be removing certain gates and fencing including iron railings and post and wire/post and rail fencing on the site.

I understand that Hull UK City of Culture 2017 limited will then duly replace the above fencing with like for like replacement/new fencing.

These costs cannot be estimated until after the event, however we understand that all costs will be met and paid direct by Hull UK City of Culture 2017.

9. AGENTS FEES

Hull UK City of Culture 2017 limited will be responsible for paying Burton Constable Foundations agents fees direct.

To date we have visited the site and looked into matters to prepare this advanced claim.

Following the event, will then have to prepare a Post Event Compensation Claim, and also deal with the following additional works:

- Make amendments to the BPS SP5 forms including re-mapping and new RLE I forms
- Amend tenancy agreements and negotiate with tenants
- Prepare a detailed pre event record of condition survey week commencing 8th May 2017
- Prepare a detailed post event record of condition survey, week commencing 5th June 2017
- Prepare and submit a post event disturbance compensation claim

As per usual compensation claims, our fees will be based on Rydes Scale Table E plus 30%, on the pre and post claims respectively.

Therefore;

Total advance agricultural compensation claim = **£44,120.10**

Our fee based on Rydes Scale = **£2,567.50**

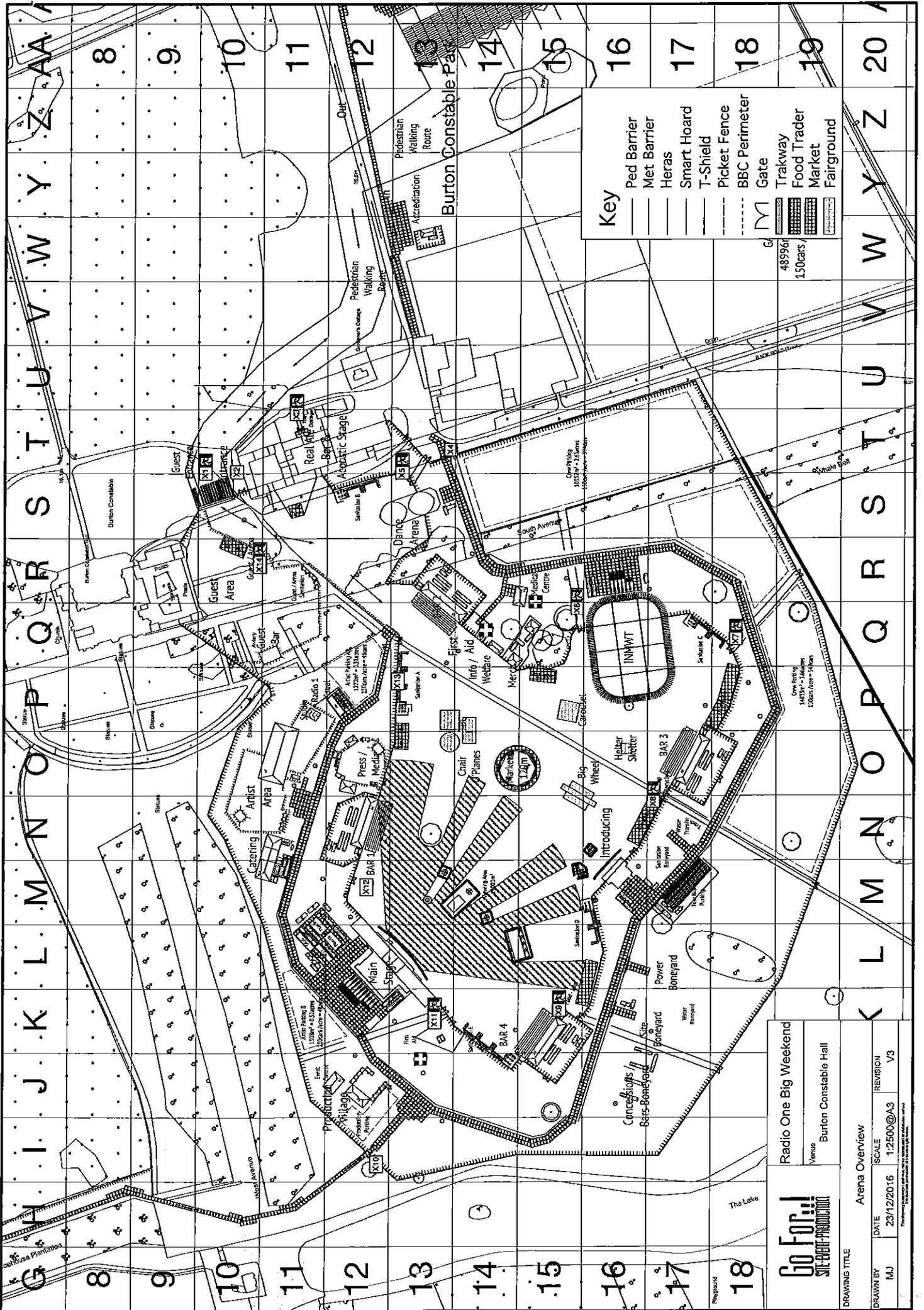
TOTAL AGENTS FEE = £2,567.50 plus VAT (£3,081) *plus it would be very much appreciated if due to involvement we could receive 10 guest/backstage passes for me to provide as benefits to my employees, once it is officially announced.*

Claim prepared by:



Tom Watson BSc (Hons) MRICS FAAV
Cundalls
15 Market Place
Malton
North Yorkshire
YO17 7LP

Date: 19 January 2017

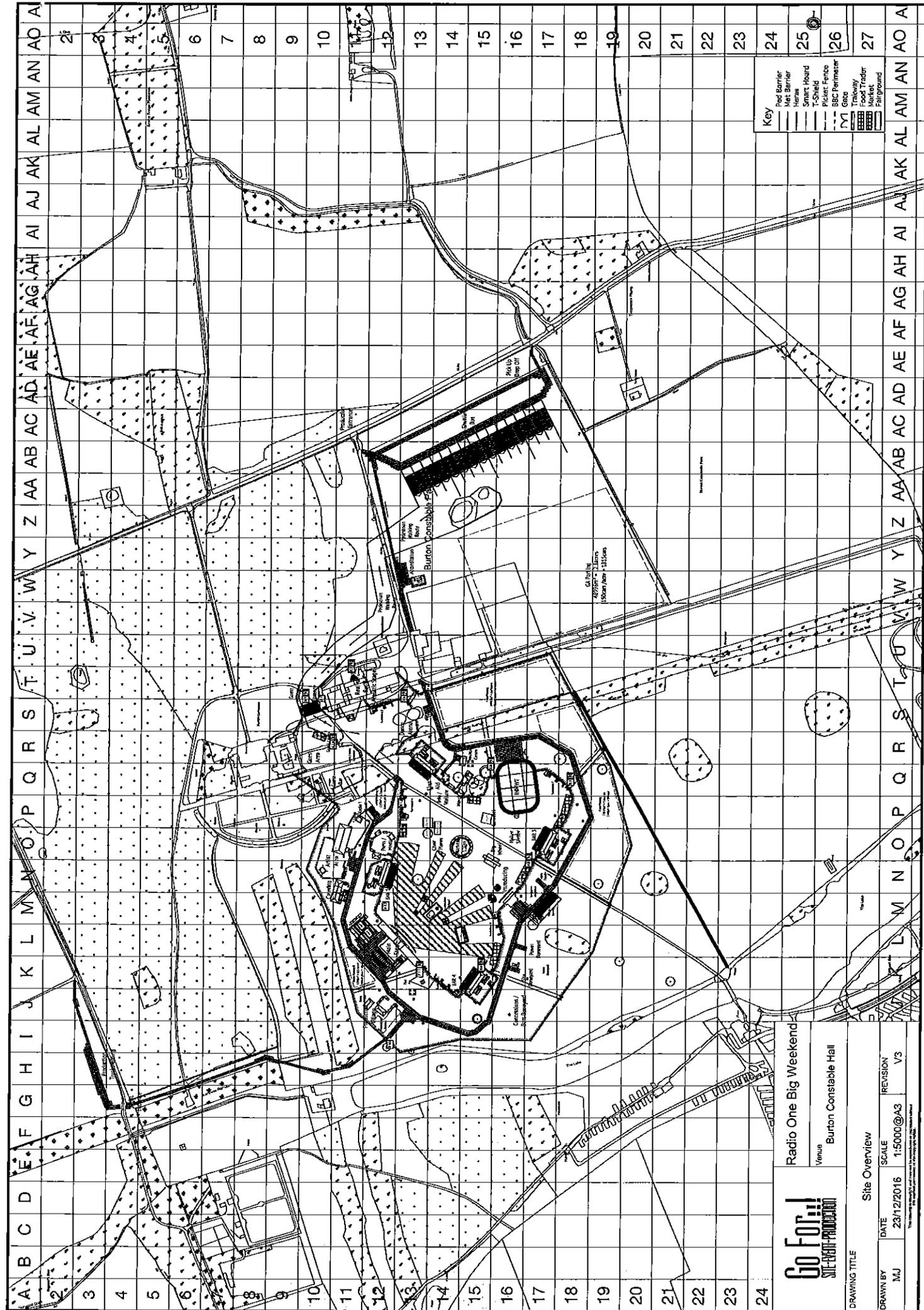


Key

[Symbol]	Ped Barrier
[Symbol]	Met Barrier
[Symbol]	Heras
[Symbol]	Smart Hoard
[Symbol]	T-Shield
[Symbol]	Picket Fence
[Symbol]	BBC Perimeter
[Symbol]	Gate
[Symbol]	Trakway
[Symbol]	Food Trader
[Symbol]	Market
[Symbol]	Fairground

Go For It! SITE EVENT PRODUCTION	Radio One Big Weekend	
	Venue: Burton Constable Hall	
DRAWING TITLE	Arena Overview	
DRAWN BY	DATE	SCALE
I MJ	23/12/2016	1:2500@A3
	REVISION	
	V3	

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Key

- Red Barrier
- Mag Barrier
- Horse
- Smart Hoard
- T-Shield
- Picket Fence
- BBC Perimeter
- M
- G
- T
- Food Truck
- Fairground

Radio One Big Weekend
 Venue
 Burton Constable Hall

Go For It!
 SITE-PLAN PRODUCTION

DRAWING TITLE		Site Overview	
DRAWN BY	DATE	SCALE	REVISION
MJ	23/12/2016	1:5000@A3	V3