

Terms and Conditions for use of Parks and Open Spaces

# 1. Introduction

1.1 Set out below are the terms and conditions which regulate the hire of Chesterfield Borough Council’s land and buildings. These terms and conditions are designed to protect the interests of the Hirer and the Council and are to the entire exclusion of all other terms and conditions.

1.2 The Council reserves the right to amend these conditions depending on the nature of the event being proposed.

1.3 Nothing in these terms and conditions creates either expressly or by implication any landlord and tenant relationship between the Council and the Hirer.

1.4 The Hirer does not have exclusive possession of the Venue.

1.5 The Council’s decision on any matter affecting the use of the Land by the Hirer, any damage arising from such use and any costs incurred as a result of that use, shall be final and binding on both the Council and the Hirer.

# 2. Definitions

In these terms and conditions unless the context otherwise required, the following expressions shall have the meaning specified:-

2.1 “Conditions” means these booking conditions which shall form part of the contract between the Council and the Hirer.

2.2 “Council” means the Chesterfield Borough Council and includes its successors in title.

2.3 “Date of Entry” means the date that the Hirer may enter the Venue for the purpose of the Event as set out in the Letter of Approval.

2.4 “Date of Vacation” means the date that the Hirer must vacate the Venue following the Event as set out in the Letter of Approval.

2.5 “Due Date” means the date specified in the Letter of Approval by when any requirements imposed on the Hirer set out in these Terms and Conditions are to be met.

2.6 “Event” means the purpose for which the Venue has been booked.

2.7 “Hire Fee” means the agreed fee payable by the Hirer to the Council as detailed in the Letter of Approval in consideration for the hiring of the Venue.

2.8 “Hirer” means the company or the representative of the organisation booking the Event. This booking is personal to the Hirer and may not be transferred or sublet to any other person.

2.9 “Hirer’s Equipment” means all of the Hirer’s apparatus, engines, machinery, erections, seating, staging, lighting, sound towers, vehicles, caravans, appliances and any other equipment to be used in connection with the running of the Event.

2.10 “Letter of Approval” means a letter issued by the Council to the Hirer prior to the Event giving directions to the Hirer, setting out requirements to be met before, during and after the Event, as the case may be, and giving a Due Date for the Hirer to comply with the contents therein.

2.11 “Appointed Nominated Officer” means the Head of Leisure Services for the time being of the Council or his appointed nominee.

2.12 “Venue” means the location booked for the Event including the surrounding area, structures and buildings open to the public.

# 3. Application

3.1 All applications for the hire of Council’s land are to be made on the Council’s event booking form and are personal to the Hirer.

3.2 Applications must be received not less than four weeks prior to the planned Event date otherwise the request may not be considered.

3.3 Major Events likely to attract a large audience or those where significant risk may be present, must be consulted between the Hirer, Council, Police, Fire and Rescue, Ambulance and any other similar organisations as may be appropriate. The threshold for approximate audience number should be identified.

# 4. Confirmation

4.1 No application shall be approved until the Hirer receives a Letter of Approval from the Council.

# 5. Payment

5.1 Payment of the Hire Fee must be made in full by the Due Date.

5.2 Payments must be paid to the Council in the method as advised by the Appointed Nominated Officer.

5.3 If payment of the Hire Fee and any required deposit is not received by the Due Date, the Council shall have the right to cancel the booking immediately.

5.4 Only upon receipt of full payment of the Hire Fee and /or any deposit required, the Venue booking will be permitted.

5.5 The Hirer, at the discretion of and in agreement with the conditions of hire will be responsible for the cost of all charges for electricity water and any other services consumed or used in relation to the operation of the Event. The hirer will pay this sum to the Council within twenty one days of being invoiced and must comply with the lawful requirements and regulations of their retrospective suppliers, PROVIDED THAT the provisions of this clause do not create any obligation or requirement upon the Council to make a service supply available to the Hirer.

# 6. Deposit

6.1 The Hirer shall be required to pay a refundable deposit on the Due Date, the amount of which is to be determined by the Appointed Appointed Nominated Officer as set out in the scale of fees for said events.

6.2 The Council shall be entitled to deduct the costs of any repairs, additional charges or third party charges incurred by the Council not paid for by the Hirer but for which he/she is liable, from any deposit held by the Council and to refund the balance to the Hirer. Any refund of the deposit to the Hirer, either whole or in part, will only be done 60 days after the Event has concluded, as damages, additional charges and any third party charges may take some time to be quantified and made known to the Council.

6.3 The Hirer will be liable for the full costs of any damage, should this exceed the deposit. This may require the Hirer to have and evidence the appropriate level of insurance to cover any such eventualities

6.4 The Council shall be entitled to retain the full amount of the deposit or such percentage thereof as the Appointed Nominated Officer shall consider reasonable if any of these terms and conditions are not fully complied with.

# 7. Refusal of Booking and Cancellation

The Council reserves the right to:-

(i) refuse any application for the hiring of a Venue without being required to give any reason for such refusal;

(ii) withdraw permission to use the whole or any part of the Venue;

(iii) cancel the hire in the event of a breach or anticipated breach of any of these Terms and Conditions;

(iv) if at any time it shall appear to the Appointed Nominated Officer that the Hirer has made a material omission from, or misstatement in the application form;

(v) the Hirer fails to provide the Appointed Nominated Officer with any of the documentation required in these Terms and Conditions by the Due Date;

(vi) the Council shall be under no liability for expense incurred or loss sustained by the Hirer as a result of any cancellation.

# 8. Cancellation due to Weather

8.1 In inclement weather conditions, the Council will inspect the Venue in advance for suitability for hosting the Event.

8.2 If, in the sole opinion of the Council, the Venue is unfit for use due to adverse weather conditions, the Hirer will be in­formed of such decision and the hire will be suspended until further notice or will be cancelled in its entirety.

8.3 The Council will, in its absolute sole discretion, consider refunding part or all of the Hire Fee paid.

8.4 The Council will not be responsible for any expenditure whatsoever, which the Hirer may have incurred or be liable to pay.

8.5 Should condition 8.2 be contravened, the Hirer will automatically be fined to the costs involved in the Council having to reinstate the Venue.

# 9. Cancellation due to Emergencies

9.1 The Council shall have the right to cancel any booking forthwith in the Event that the Venue is affected by an emergency of any kind.

9.2 The Council will in its absolute sole discretion consider refunding part or all of the Hire Fee paid.

9.3 The Council will not be responsible for any expenditure whatsoever which the Hirer may have incurred or be liable to pay.

# 10. Cancellation by the Hirer

10.1 Cancellation by the Hirer of a booking must be in writing to the Appointed Nominated Officer and the effective date will be the receipt of such information by the Council’s Appointed Nominated Officer.

10.2 Substitution and amendments of the nature of the booking must be notified in writing to the Appointed Nominated Officer who reserves the right either to cancel the booking or amend the Hire Fee as he/she considers appropriate.

10.3 The Council accepts no responsibility for the non-arrival of application forms remittances or cancellations.

10.4 If the Hirer cancels the Event for whatever reason, then the following charges will apply to the Hire Fee:-

(a) For a cancellation seven days or less before the Event: 100% of the total Hire Fee to be paid.

(b) For a cancellation between 8 and 14 days before the Event: 50% of the total Hire Fee to be paid.

(c) For a cancellation between 15 and 28 days before the Event: 20% of the total Hire Fee to be paid.

(d) For a cancellation 29 days or more before the Event: no cancellation charge will be incurred.

The above cancellation schedules will be proportionate and appropriate to the size of the Event and Venue hired. This will be at the discretion of the Appointed Nominated Officer and be agreed with the Hirer 29 days or more before the event takes place.

10.5 The above charges will be levied irrespective of whether facilities are subsequently re-hired. In addition, any other payment which may have been made by the Council in association with the Event, will be levied against the Hirer.

10.6 Repayment of the Hire Fee or any percentage there of is in accordance with these provisions, and will only be made if the cancellation is made in writing or via email and received by the Council prior to the Event and within the periods specified above.

# 11. Use of the Venue

11.1 The Hirer shall only occupy that part of the Council’s land as identified by the Appointed Nominated Officer and identified on a site plan as necessary.

11.2 The Event will only be open during the times of operation set out in the Letter of Approval.

11.3 The Hirer may enter the Venue on the Date of Entry for the purpose of erecting any equipment.

11.4 The Hirer must vacate the Venue on the Date of Vacation and shall remove all structures, equipment, vehicles and other materials and shall leave the Venue in a condition to the complete satisfaction of the Council.

11.5 The rights and privileges of members of the public using the Venue must be respected and the Event must not interrupt their free passage. This should be made clear and agreed in the conditions of hire to the Hirer. A closed or ticketed Event should be clearly identified as such at the outset of the proposed hire agreement to the Appointed Nominated Officer.

11.6 The Hirer must not use the Venue for any other use than as agreed with the Appointed Nominated Officer.

11.7 The Hirer must ensure that any relevant bye-laws relating to the Venue are observed at all times.

11.8 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.

11.9 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.

11.10 The Hirer shall ensure that any temporary structure, which is either enclosed or substantially enclosed, displays the correct “No Smoking” signs at the entrances and is smoke free.

11.11 Any property belonging to the Council that the Hirer uses for the Event must be returned to the Council in an agreed acceptable condition after the Event has taken place. This shall be confirmed in the conditions of hire at the time of proposed booking.

11.12 No cooking or fires shall be permitted at the Venue except with the prior written consent of the Appointed Nominated Officer.

11.13 The hirer will not use and release, or permit the use and release of any paper lanterns and / or balloons on the site.

11.14 The Hirer shall ensure that no noise nuisance or disturbance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue. The Council reserves the right to prohibit the Hirer from using instruments or equipment which is deemed to create noise at an unreasonable level.

11.15 The Hirer must obtain prior approval of the Appointed Nominated Officer of any items to be sold at the Event.

11.16 All prices, rules and any restrictions are clearly displayed.

11.17 The Hirer will immediately remove any items which the Council at its sole discretion considers objectionable or indecent.

11.18 The Hirer must not bring onto the Venue any gaming machine.

11.19 The Hirer must not carry out any unlawful game or illegal betting.

11.20 The Hirer must ensure that the terms and conditions of any relevant authorisation relating to the sale of alcohol, provision of regulated entertainment or the provision of late night refreshment, which is in force under the Licensing Act 2003 relating to the Venue, are observed.

11.21 The Hirer must not permit any drunkenness or disorderly conduct on the Venue.

11.22 The Hirer agrees that where the Venue is to be used in the dark then he will provide appropriate lighting to cover all areas to which the public are admitted or have access.

11.23 The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council. The Hirer will provide all certificates of conformity and safety to satisfy the Council to this end.

11.24 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Council.

11.25 The Hirer must not permit dogs to roam free on or near the Venue and to ensure that dogs belonging to the Hirer or persons operating on the Venue are kept tethered at all times.

11.26 The use of any public address system at the Event must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance. Any necessary licences must be obtained by the Hirer. The Hirer must immediately reduce the noise levels from the said system or any other loudspeakers, etc. if so required by the Appointed Nominated Officer.

11.27 The Hirer shall pay any notifiable expenses incurred by the Council in carrying out any work necessary in preparing the Venue for use by the Hirer including the erection of barriers and fences.

11.28 The Hirer shall make no charge to the general public wishing to gain access to the Venue except by written permission of the Council.

11.29 The Hirer shall not be permitted to use live music or amplified sound unless it has first obtained the written consent of the Appointed Nominated Officer. The Hirer must supply information as to the type and amount of equipment to be used, the proposed time of use and the proposed siting and speaker orientation of the equipment before the Due Date. Any plant or equipment that generates noise should be sited away from residential premises and be acoustically attenuated to the best achievable standard. In the event that the said approval is obtained, the equipment must be properly maintained and, if necessary, screened so that it does not cause a noise nuisance. No noise producing activities should be carried out on the site before 8.00 a.m. or after 10.30 p.m. on any day.

11.30 The Hirer must not permit any oil grease or any deleterious objectionable dangerous poisonous or explosive matter or substance to be discharged into the ditches watercourses culverts drains or sewers at the Venue or any part of the Council’s land and to take all reasonable measures for ensuring that any effluent discharged will not be corrosive or otherwise harmful or cause obstruction or deposit within the said ditches watercourses culverts drains or sewers to or within the sewage disposal works or to the bacteriological process of sewage purification and not to do or omit or allow or suffer to be done or omitted any act or thing whereby the waters of any stream or river may be polluted or the composition thereof so changed as to render the Council liable to any action or proceeding by any person whomsoever.

11.31 The Council reserves the right to refuse admission to or evict any person from the Venue.

11.32 The Council reserves the right to fix a maximum limit for the number of persons attending the Event. It will be the responsibility of the Hirer to ensure this limit is complied with.

11.33 Authorised Council Officers or Members shall be permitted entry to the Venue at all times during the period of hire.

# 12. Use of Changing Facilities (where applicable)

12.1 The Hirer must ensure that by the Date of Vacation, all parts of any pavilion/changing room accommodation used by the Hirer is made secure and left in a clean and tidy state. If the Hirer fails to comply with this clause, the Council reserves the right to perform the obligations and any costs incurred by the Council shall be borne by the Hirer.

12.2 Keys for access to any such facility are the Hirer’s responsibility to collect from and return to the Council as directed by the Appointed Nominated Officer. Failure to return the keys within seven days after the Hire Period will result in a charge being made.

12.3 No spiked footwear must be worn in the said facility.

12.4 The Hirer’s failure to ensure that either the electricity or water is turned off after use in any facility, will result in an additional account being raised for the estimated number of units of energy used, from the commencement of the Hire Period until discovery.

# 13. Care of the Venue

The Hirer must:-

13.1 only enter the Venue as directed by the Council and at all times only access the Site with vehicles, trailers and equipment and all other machinery via approved installed temporary trackway or the hardstanding tarmac surfaces located at the Venue.

13.2 if deemed necessary by the Appointed Nominated Officer, to provide (at the Hirer’s expense) boarding which is to be placed down to protect the Venue when driving/transporting all vehicles and equipment across the Venue throughout the Hire Period and to ensure no vehicle, trailer or equipment or other heavy item is moved around the Venue at any time without the use of such boarding;

13.3 place all heavy items to be maintained on Venue on suitable boarding to ensure point pressure is spread evenly across the ground;

13.4 must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not;

13.5 if deemed necessary by the Appointed Nominated Officer, take reasonable steps to prevent damage to the walkways to and from the Event whilst it is in operation;

* 1. not to excavate or drill pinning holes into the Venue except with the prior written consent of the Appointed Nominated Officer;
  2. if deemed necessary by the Appointed Nominated Officer, to take all reasonable steps to detect and determine where any underground service pipes, wires, cables and all other conduits (“the Conduits”) and to ensure that all necessary and prudent steps are taken to prevent any damage to the Conduits by the Hirer during the Hire Period and to fully and effectively indemnify the Council from costs, claims, proceedings or demands in respect of such damage;
  3. make good any damage caused to the Venue, including reinstatement of damaged turf and any damage to the footpaths and carriageways crossing or bordering the Venue or such other areas of the park land/ open space caused by the moving of any vehicle or item of equipment to or from the Venue or by locating such vehicles or equipment on the Venue.

# 14. Litter/Waste Management

14.1 The Hirer shall ensure that the Venue is kept clean, tidy and regularly litter picked and that sufficient bins are made available and emptied daily. Should the Venue not be cleaned to the satisfaction of the Appointed Nominated Officer, a further charge shall be levied for the clearance of any remaining litter.

14.2 The Hirer shall ensure that the Council’s obligations under the Environmental Protection Act 1990 - Code of Practice on Litter and Refuse are discharged.

14.3 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue. The Hirer agrees to pay the cost if the Council is required to dispose of any unwanted liquids left at the Venue.

# 15. Equipment

15.1 The Hirer shall not erect nor dismantle any Council-owned equipment provided for the letting unless specifically authorised by the Council and must follow the Council’s Appointed Nominated Officer’s instruction on the safe handling of such equipment.

15.2 By the Due Date, the Hirer shall provide to the Council a plan for approval by the Appointed Nominated Officer showing the positioning of the Hirer’s Equipment.

15.3 The erection of any of the Hirer’s Equipment must be carried out by a competent person and written certification that the said equipment is safe must be produced to the Appointed Nominated Officer prior to the operation of the Event.

15.4 The Hirer must comply with any requirements of the Appointed Nominated Officer in relation to either the alteration of the positions or removal of the Hirer’s Equipment from the Venue.

15.5 In no circumstances shall the Hirer’s Equipment be taken on to the Venue when the state of the ground is such that damage is likely to be caused or inconvenience is caused to the public. (See 13.2, 13.4 &13.8)

15.6 The Hirer’s Equipment shall not be taken on to the Venue earlier than the Date of Entry without written permission of the Appointed Nominated Officer.

15.7 Ensure that the Hirer’s Equipment used on the Venue is maintained in a safe structural and mechanical condition complying in all respects with all statutory requirements.

15.8 On demand to produce to the Council a current Safety Certificate for all of the Hirer’s Equipment on the Venue intended to be used during any part of the hire agreement for the Event.

15.9 At all times to ensure that all mains electrical equipment used on the Venue is protected by an earth leakage circuit breaker.

15.10 The Hirer shall ensure that no vehicles whatsoever other than the Hirer’s Equipment are permitted to enter or remain upon the Venue without prior written approval from the Council.

15.11 The Hirer’s Equipment must be removed from the Venue date of vacation set out in the Letter of Approval. The Council may charge for each day over the Date of Vacation that the Hirer occupies the Venue as well as any expenses incurred restoring the Venue to its condition prior to the Date of Entry.

15.12 The Council accepts no responsibility for any property left on the Venue before, during or after the Date of Vacation.

15.13 The Council may, entirely at the risk of the Hirer, remove and store any property left by the Hirer in or upon the Venue after the Date of Vacation. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as they think fit any property left at the Venue not claimed within 28 days of the conclusion of the Event. Subject to the Council’s right to off-set any costs incurred in the removal, storage and/or sale of the property, the proceeds shall be refunded to the Hirer.

# 16. Electrical Portable Appliance Testing (PAT)

16.1 The Hirer will ensure that all electrical installations and equipment comply with the general requirements of the Electricity at Work Regulations 1989.

16.2 The Hirer will ensure that all appliances on the Venue are PAT tested and that all such electrical appliances have a sticker showing the safety test date as well as a reference number.

16.3 The Hirer must produce all relevant PAT test certificates to the Appointed Nominated Officer.

# 17. Vehicles

17.1 Vehicle access to and from the Venue shall be as agreed with the Appointed Nominated Officer prior to the Date of Entry.

17.2 Only essential vehicles shall be allowed to visit or park on the Venue. The number of vehicles shall be agreed prior to the Date of Entry with the Appointed Nominated Officer and the Hirer shall provide the Appointed Nominated Officer with a list of owner’s details on request . All other vehicles shall not be granted permission to enter the Venue.

17.3 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue without the prior written consent of the Appointed Nominated Officer.

17.4 Vehicles must not be parked in any of the exit ways of the Venue.

17.5 The Hirer shall ensure that no vehicles drive on the grass without prior permission of the Appointed Nominated Officer.

17.6 Vehicles shall be parked in the designated arrears or on boards/tarmac areas as instructed by the Appointed Nominated Officer.

17.7 The Council, its officers, agents and servants shall not in any circumstances by responsible to the Hirer or any other person for any damage to or the loss of or removal of any vehicle. The Hirer shall indemnify the Council from and against all claims demands actions and proceedings in respect of such damage loss theft or removal.

17.8 Vehicles that are given permission to access/egress the Venue shall be driven carefully, at no more than 5 mph and with hazard lights flashing. Vehicles shall avoid driving under the canopy of trees, making tight turns, rapid breaking or acceleration. Reversing operations shall be kept to a minimum and trained marshals used where necessary.

17.9 The Hirer shall ensure that no vehicles park next to the base of trees, even on tarmac areas unless the area is a permanently designated vehicle parking area. The following requirements for the distance of vehicles from the base of trees shall be:-

Cars - 4 metres (or beyond the canopy drip line +1m, whichever is greater.)

Vans, caravans - 5 metres (or beyond the canopy drip line +1m. whichever is greater.)

HGVs, coaches, plant vehicles and generators - 7 metres (or beyond the canopy drip line +1m,. whichever is greater.)

17.20 The Hirer shall ensure that all his employees and agents are briefed on the conditions relating to vehicle access/egress.

17.21 It is the responsibility of the Hirer to liaise with the Appointed Nominated Officer and Police regarding the impact the Event may have on traffic management in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Council and Police regarding traffic management including preparation of a written and agreed Traffic Management Plan.

The hirer shall ensure that all engines are turned off when not in use. That vehicles are fit for purpose on council land eg, no dripping oil, faulty exhausts etc that may cause damage to people or property

# 18. Care of the Grass Areas/Trees

18.1 No stores, e.g. pallets or stacked flooring, shall be unloaded onto grass areas. All stores shall be unloaded onto tarmac.

18.2 No plastic or rubber carpet underlay, or other items similar in nature shall be placed on the grass at any time without prior consent.

18.3 Coconut matting or similar permeable materials shall not be laid on the grass for more than 3 days.

18.4 All wooden flooring shall incorporate an air gap of a minimum of 10 cm. No wooden flooring shall be laid on the grass for more than 10 days.

18.5 The Hirer shall ensure that no poles or stakes are driven into the ground without prior permission from the Appointed Nominated Officer.

18.6 No structure fixing pins shall be used beneath any tree canopy. No structure shall touch or interfere with any tree canopy.

18.7 No tree or shrub shall be pruned under any circumstance.

18.8 No fuel, chemicals or other substances that may harm the grass, shall be positioned on grass areas.

18.9 Any damage caused to the grass or trees as a direct result of the Event will be charged to the Hirer. The cost of the repair shall be determined by the Council and shall be non-negotiable.

18.10 The Council reserves the right to instruct the Hirer to barrier-off areas under trees when an Event expects large attendance numbers.

# 19. Repair

The Hirer shall repay to the Council on demand the cost, as certified by the Appointed Nominated Officer, of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council’s valuation of any damage/loss is transparent to the hirer and final.

# 20. Toilets

20.1 The Hirer must provide proper adequate and hygienic sanitary conveniences on the Venue for the Hirer’s staff and the public with the inclusion of disabled provision, to the entire satisfaction of the Council.

20.2 The Hirer must ensure that all users of the Venue whether Event participants or not have unrestricted access to permanent public toilets located within the Venue (if any).

# 21. Fun Fairs

21.1 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides prior to the Due Date to be approved by the Appointed Nominated Officer.

21.2 The Hirer shall comply with and ensure that the operators of the rides comply with the guidance given in the publication *Fairgrounds and Amusement Parks - Guidance on Safe Practice – HSG175* published by the Health and Safety Executive and all other statutory requirements.

21.3 A copy of the Hirer’s latest certificate of thorough examination must be submitted prior to the Due Date for all mechanical rides and/or inflatable devices as appropriate. (How about cert should be in date/ valid for a set period beyond the hire period to establish some form of buffer in terms of safety)

21.4 The Hirer will ensure that the each ride/sideshow operator carries out and documents a risk assessment for the ride/sideshow and that a copy of this is sent to the Appointed Nominated Officer by the Due Date. A dynamic/ daily risk assessment should be undertaken as necessary during the event if changes in conditions dictate or the event is on for longer than an agreed period of time. The Hirer should also provide daily inspection check sheets upon request.

21.5 The Hirer will carry out a risk assessment for the whole operation of the fun fair and send a copy of this to the Appointed Nominated Officer along with a completed copy of the fun fair liability and safety form by the Due Date.

21.6 The Hirer will conduct an inspection of the Site prior to the start of the fun fair with the Appointed Nominated Officer or his representative and a Council Safety Representative and the Council’s Electrician at an agreed date and time and the Hirer will before the fun fair opens satisfy any concerns raised during that inspection.

21.7 The Council may refuse permission for fairs and circuses to be sited on the Venue unless certificates relating to every ride in the fair can be produced. Each such certificate must be valid for the length of Event and produced with Insurance documents by the Due Date.

21.8 When employing fairground contractors, precautions must be taken against damage caused to the Council's property from oil etc that may be discharged from the fairground machines and that sawdust or similar material should be used to protect the turf.

21.9 The Hirers must satisfy themselves that the operators of fairground machines have adequate public liability insurance cover for injuries to third parties.

# 22. Car Boots and Temporary Markets

If the nature of the Event is a car boot or temporary market:-

22.1 the Hirer must ensure the Event complies with the Council’s car boot sales and temporary market sales policy;

22.2 the Hirer must give to the Council the required one month’s notice as set out in Section 37, Local Government (Miscellaneous Provisions) Act 1982.

# 23. Electricity/Generators

23.1 The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the Event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barriers, so as to prevent access by members of the public.

23.2 All generators shall be silent running.

23.3 Position all electricity generators and all public address systems to be used on the Venue facing away from neighbouring residential properties and in such positions as to reduce to the minimum any noise or other disturbance to residents of adjoining or neighbouring properties and to observe the directions of any officer of the Council in relation to the same

23.4 All electrical works carried out by the Hirer or his agents shall be carried out by a competent and qualified electrician who shall remain on site whilst the Event is open. All electrical installations shall comply with the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994; relevant safety certificates for both installations and equipment shall be available on site and be produced on demand to an authorised officer of the Council.

# 24. First Aid

24.1 The Hirer is responsible for ensuring that appropriate first aid cover is on hand at all times throughout the Event. The location of the first aid services shall be made known to patrons of the event by signage or by other appropriate means.

24.2 The Appointed Nominated Officer may request the Hirer to provide additional first aid cover by a recognised organisation for larger events.

24.3 All first aid treatments, incidents and/or emergencies must be recorded and all such records must be available to the Council.

# 25. Health and Safety

25.1 The Hirer agrees to undertake a risk assessment for the Event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the Event and while preparing and clearing the Venue for the Event.

25.2 The Hirer must provide a written risk assessment for the Event to include the Emergency plan to the Appointed Nominated Officer by the Due Date.

25.3 In receiving a copy of the Hirer’s risk assessment, the Council is not approving the assessment in the context of accepting it as a complete and accurate assessment for the Event but merely that it satisfies our land ownership and regulatory interests.

25.4 The Hirer will produce a written emergency procedure plan which is kept on Venue and details action required to deal with any foreseeable accident or emergency.

25.5 The Hirer will ensure that an accident book is kept on the Venue and details of any accidents shall be sent to the Council’s safety adviser

25.6 In the event of a serious incident and/or accident (RIDDOR reportable) the Hirer will immediately contact the Police the Health and Safety Executive and the Appointed Nominated Officer. A copy of the RIDDOR report must also be sent to the Council’s Safety Adviser

25.7 As an organiser of an event the Hirer will have a primary responsibility for the health and safety of their employees, volunteers, visitors, members of the public and any contractors.

25.8 Your attention is drawn to the following publication which you are advised to obtain:-

1. “The Event Safety Guide” and coded HSG 195 priced £20 or can be downloaded free at <https://www.hse.gov.uk/event-safety/>
2. “Managing Crowds Safely” and coded HSG 154 priced at £20 or can be downloaded free at <https://www.hse.gov.uk/pubns/indg142.htm>.

25.9 Larger events may require perimeter fencing to ensure maximum attendance numbers are not breached. Council reserves the right to enforce this condition if it deems it necessary for the health and safety of the Event attendees, Event staff and general public.

25.10 The Hirer must provide the Appointed Nominated Officer with a completed copy of the Council’s Environmental Health and Safety Form by the Due Date.

25.11 The Council’s safety officer shall be allowed access at any time onto the Venue to carry out inspections and any decisions made by the officer regarding safety and fitness of use will be binding. If it is necessary for the Council’s safety officer to make more than one visit to the site, the Hirer will be responsible for bearing any additional cost. The Hirer shall ensure that the officer inspects the Venue before the public are allowed access onto the Venue.

# 26. Event Security

26.1 The Hirer is responsible for the administration, organisation and safe running of the Event and for having sufficient registered security staff, stewards and officials to fulfil these conditions as agreed with the Appointed Nominated Officer.

26.2 Event stewards should be clearly identifiable.

26.3 Event stewards shall be thoroughly briefed about the Event and the terms and conditions of using the venue.

26.4 The Hirer must comply with any reasonable request of the Appointed Nominated Officer in respect of the Event security.

# 27. Staffing

27.1 The Hirer will be present or have a readily identifiable deputy present at all times.

27.2 The Hirer shall ensure that the Hirer’s employees have received appropriate information instruction and training to enable them to carry out their job in a safe manner and are aware of their role in the event of an emergency. (Evidence of tool box talks, signatures of staff on all RAMS including a brief back if necessary)

27.3 Copies of all training records should be made available to the Appointed Nominated Officer.

27.4 The Hirer shall be responsible for the health and safety of his employees’ and Agents’ and their compliance with the provisions of the Health and Safety at Work, etc Act 1974, the Environmental Protection Act 1990 and the Environmental Act 1995 and all supplemental legislation and guidance.

# 28. Children and Vulnerable People

28.1 The Hirer shall ensure that if the Event is aimed exclusively or primarily for young or vulnerable people, the safeguard and welfare of those young or vulnerable people taking part is fully considered.

28.2 The Hirer must ensure that young people are under the supervision of an adult at all times whilst at the Event.

# 29. Animals

29.1 The Hirer must at all times comply with the Council’s Animal Charter.

29.2 The Hirer shall furthermore at all times abide by the obligations and the duty of care imposed on him by the Animal Welfare Act 2006.

29.3 Any exhibition, performance or entertainment involving or making use of animals must have prior consent from the Council in writing.

28.4 The Appointed Nominated Officer may at any time withdraw consent and prohibit the exhibition, performance or use of any animal at the Event which they consider necessary or appropriate at the time. The Hirer agrees that the Appointed Nominated Officer is not an expert in animals or animal behaviour and any failure to prohibit the exhibition, performance or use of an animal does not absolve the Hirer from responsibility for exercising control over the animal or from liability for damage or injury attributed to the animal. The Hirer shall at all times be the party responsible for the animal.

28.5 The Hirer may use only the animals which are listed on the Event application form and any updates to that list, which must be submitted to the Appointed Nominated Officer for approval at least 7 days before the animals are to be brought to the Venue. Copies of all relevant licences/registration documentations for each animal must be provided with the application form.

28.6 The Hirer shall not exhibit nor bring to the Event any performing animal unless he is licensed or registered in accordance with the Performing Animals (Regulation) Act 1925.

28.7 No fish or animal shall be sold or given as a prize at the Event.

28.8 No animal show or entertainment of an indecent or offensive nature shall be presented.

28.9 The Hirer shall be responsible for the welfare of the animals, which are to be transported, housed, fed and displayed to the public in a manner suitable and appropriate to the animals’ needs.

28.10 The Hirer shall at all times allow officers of the Council, persons authorised by the Council and/or the RSPCA to inspect the conditions of transit, accommodation, exhibition and performance, and the welfare of animals being held at the Venue. Should the Hirer fail to comply with any requirement made by any such officer, the Appointed Nominated Officer may close the Event.

28.11 Should the Council incur any expenses, either directly or indirectly, resulting from the use of animals by a Hirer, it shall be entitled to offset these costs against any deposit or other monies it may hold or to claim these expenses from the Hirer as a debt. These costs shall include, but not be limited to feeding, housing, relocating, destroying and/or disposing of an animal or animals as well as the use of medical and other professional personal should it be necessary.

# 29. Fireworks

If the Event includes the display of fireworks, the Hirer must provide adequate fire and safety precautions for the public during the display of fireworks to the satisfaction of the Fire Service. The Hirer must produce these documents to the Appointed Nominated Officer by the Due Date.

# 30. Prohibition

The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking, e.g. catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of the Council.

# 31. Broadcasting and Television

The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and the terms and conditions of any agreements reached and to share any income and publicity derived therefrom.

# 32. Advertisements

32.1 No advertising material may be issued nor tickets sold until such time as a binding agreement to hire has been made on payment of the Hire Fee.

32.2 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

32.3 If programmes are to be sold or distributed, a copy must be submitted for prior approval by the Appointed Nominated Officer.

32.4 The Hirer will be responsible for any advertising and direction signs for the Event provided that these shall not be displayed in contravention of the Town and Country Planning Act 1990 or regulations made thereunder.

32.5 The Hirer will be responsible for immediately removing or paying the Council the cost of removing any advertisements for the Event.

# 33. Fly Posting

No advertising material is to be displayed anywhere on the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

# 34. Permits and Licences

34.1 The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.

* 1. When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
  2. Nothing shall be done by the Hirer which shall or may contravene the terms and conditions of any licence.

# 35. Planning

The Hirer must observe and comply with the provisions and requirements of the Planning Acts affecting the Venue and their use and must indemnify the Council and keep it indemnified both during the operation of the Event and following the Date of Vacation against all losses in respect of any contravention of those Acts.

# 36. Building Control

36.1 The Hirer must ensure that any required temporary structures are inspected by a Building Control Officer prior to the operation of the Event. Examples of such structures are gantries, stages, seating stands, scaffold structures, large marquees and fencing in excess of 2.5 metres high.

36.2 Any event that requires a Building Control inspection may be subject to a fee for the inspection. The Hirer shall ensure that he contacts the Council’s Building Control Service to seek advice where necessary.

36.3 The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with Building Control Regulations.

# 37. Public Events

37.1 The Hirer must ensure that the Event is inspected by an Environmental Health Officer as required.

37.2 The Hirer shall ensure that suitable facilities for people with disabilities are provided in accordance with the Equality Act 2010.

37.3 The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with instructions issued by an Environmental Health Officer, Building Control or Police.

# 38. Premises Licence

38.1 The Hirer must ensure that any required premises licence or temporary event notice is applied for by the Due Date and is in place by the Date of Entry.

38.2 The Council accepts no responsibility or liability for the cancellation or closure of the Event due to the failure to obtain or comply with such licence or notice.

# 39. Road Closures

39.1 The Hirer must ensure that any required road closure is applied for and is in placed prior to the Event taking place.

39.2 The Council accepts no responsibility or liability for the cancellation or closure of the Event due to the failure to obtain any required road closure or comply with the requirements therein.

**40. Indemnity and Insurance**

40.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the Venue.

40.2 The Hirer must keep the Council fully indemnified against all losses proceedings costs claims and demands of whatever nature arising directly or indirectly out of the hire of the Venue or as a result of any act omission or negligence of the Hirer or any persons at the Venue expressly or impliedly with his authority or any breach or non observance by the Hirer of the obligations conditions or other provisions of these Terms and Conditions or any of the matters to which the hire of the Venue is subject or damage to any property or the death or injury to any person arising out of the use of the Venue by the Hirer or such persons.

40.3 The Hirer must effect and throughout the Event keep in force a policy of insurance with a reputable insurance company incorporating the standard conditions and exemptions of the insurance company to cover all claims arising from the exercise of the operation of the Event in the amount of TEN MILLION POUNDS (£10,000.000.00) in respect of any one claim for bodily injury or disease or damage to property and must make available to the Council by the Due Date and on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

40.4 The Hirer will be required to produce to the Appointed Nominated Officer by the Due Date evidence of the existence of Public Liability Insurance and Employers Liability Insurance at such level as required by the Council currently a minimum of TEN MILLION POUNDS (£10,000,000.00) in respect of any exhibitor, ground entertainer, sub contractor, caterer or other participant which the Hirer has instructed or authorised to appear at the Event.

40.5 Failure to provide proof of insurance cover as required under clauses 40.3 and 40.4 prior to the Due Date will lead to cancellation of the Event.

# 41. Catering

41.1 Unless the Council has provided the Hirer with the prior written consent, all catering, food and drink sales and licensing arrangements must be made through the Council and the Hirer must not undertake its own catering or food or drink sales in the Venue.

41.2 All caterers at the Event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and the Food Hygiene (England) Regulations 2005 and any amendments thereto and comply with all instructions given by the Council’s Environmental Health Officer.

41.3 All caterers at the Event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).

41.4 The Hirer will ensure that all food vendors carry out and document a risk assessment for their outlet and that a copy of this should be sent to the Appointed Nominated Officer by the Due Date.

41.5 The Hirer shall ensure that all food vendors send to the Appointed Nominated Officer by the Due Date:-

* A copy of each vendor’s certificate of insurance
* A completed copy of the Council’s Refreshments Stands - Environmental Health form
* A copy of the vendor’s last Environmental Health Food Safety inspection report

41.6 The Hirer will ensure that any stallholder operating tombolas or similar prize competitions at the Event makes sure that all goods given as prizes are sound and that where food is offered as a prize it is not out of date and otherwise complies with current legislation

41.7 The Council reserves the right to provide the catering facilities or food and drink sales for the Event.

41.8 The Council reserves the right to be the sole supplier and/or seller of refreshments (including ice creams and alcohol) at the Event or to nominate an alternative supplier or to sub-contract the supply and/or sale of such refreshments.

# 42. Traders

No commercial traders will be permitted to trade at the Event (without the prior written consent of the Council).

# 43. Collections or Lotteries

43.1 No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Council.

43.2 If consent is granted, it is the responsibility of the Hirer to obtain appropriate licences from the Council’s Licensing Department. The Hirer must produce copies of such licences to the Appointed Nominated Officer.

# 44. Statutory Obligations

44.1 To comply with all obligations imposed under or by virtue of any Act or Acts of Parliament regulations directions bye-laws orders and notices for the time being in force and do and execute or cause to be done and executed all such works acts deeds matters and things as under or by virtue of such Act or Acts regulations directions bye-laws orders and notices are or shall be properly directed or necessary to be done or executed on or in respect of the Venue or any part thereof whether by the owner landlord lessee tenant or occupier and at all times to keep the Council indemnified against all costs claims demands and liability in respect thereof

44.2 To observe all relevant laws, regulations, statutes and licences relating to the Venue and its use for staging the Event including but not limited to observance of the Regulations contained in Town and Country Planning (Control of Advertisements) (England) Regulations 2007 and the Highways Act 1980 in relation to advertising the Event. Failure to comply with the said legislation relating to advertising may lead to criminal prosecution.

# 45. Assignment

The booking shall be personal to the Hirer and the right to use the Venue shall not be sub-let, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the booking agreement, or sub-let or sub-contract any part of the facility without the prior written consent of the Council.

# 46. Yielding Up

On the Date of Vacation the Hirer must yield up the Venue with vacant possession clean tidy and repaired in accordance with and in the condition required by the provisions of these Terms and Conditions remove the Hirer’s fixtures and fittings and remove all signs erected by the Hirer in on or near the Venue immediately making good any damage caused by their removal

# 47. Breach of Conditions

47.1 The Hirer agrees that if he/she breaches these conditions and fails to immediately rectify the breach the Appointed Nominated Officer can require the Hirer to close the Event.

47.2 The Hirer agrees that if there are numerous and/or in the sole opinion of the Council a serious breach or breaches of these conditions the Council may forthwith cancel the hire permission and require the Hirer to close the Event and vacate the Venue and the Hirer will comply with such a direction as soon as possible.

47.3 The Hirer agrees that if the Council exercises its right under Clauses 47.1 and 47.2 to cancel the hire permission, it will not be liable to the Hirer for any loss he/she incurs and such cancellation shall be without prejudice to any rights or remedies that may have accrued to the Council against the Hirer in respect of any breach of obligation or other term of this hire permission including the breach in respect of which the re-entry is made.

# 48. Compensation on vacating excluded

Any statutory right of the Hirer to claim compensation from the Council on vacating the Venue is excluded to the extent that the law allows.

# 49. Council’s Rights

49.1 The Hirer must not in any way impede the Council or its officers servants or agents in the exercise of its rights of possession and control of the Venue or surrounding land.

49.2 The Hirer must permit the Council or its officers, servants or agents to enter and view the exercise of these Terms and Conditions.

# 50. Variations to Agreement

The Council reserves the right to vary the Terms and Conditions of agreement between the Council and the Hirer at any time by giving seven days’ notice. Any variations so made shall be deemed to be incorporated in these Conditions.

# I have read and understood these conditions and agree to be bound by them.

|  |  |
| --- | --- |
| **Signed** | Insert signature |
| **Print name** | Insert text |
| **Name of organisation or company** | Insert text |
| **Position with organisation or company** | Insert text |
| **Date** | Insert date |