

# terms and conditions for use of parks, open spaces, highways, car parks

## 1 Definitions

- 1.1 “Conditions” means these booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.2 “Council” means the Tendring District Council and includes its successors in title.
- 1.3 “Due Date” means 28 days prior to the date of the Event.
- 1.4 “Event” means the purpose for which the Venue has been booked.
- 1.5 “Hirer” means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person.
- 1.6 “Head of Leisure Services means the Head of Leisure Services for the time being of the Council or his duly authorised officer.
- 1.7 “Venue” means the location booked for the event [shown edged in red on attached plan] including the immediate surrounding area open to the public.

## 2 Payment

- 2.1 Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received the Council shall have the right to cancel the booking immediately.
- 2.2 The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc over and above the hire charge for the event.

## 3 Deposit

A deposit may be requested which would have to be paid to the Council 28 days prior to the Event which will be forfeited in the event of any damage or loss to the Venue, [or loss of keys in respect of removable bollards etc.] or held as part payment of any necessary making good. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.

#### **4 Refusal of Booking and Cancellation**

- 4.1 The Council reserves the right to refuse any application for the hiring of a Venue without being required to give any reason for such refusal.
- 4.2 The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any deposits paid on cancelling a hiring but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.3 Cancellation by the Hirer of a booking must be in writing and the effective date will be the receipt of such information by the Council's Head of Leisure Services.
- 4.4 On cancellation of the booking the Hirer shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council subject to the discretionary power of the Head of Leisure Services to vary this provision in appropriate cases.
- 4.5 Hirers who do not take up their commitment for any reason or fail to notify the Head of Leisure Services, in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.
- 4.6 Substitution and amendments of the nature of the booking must be notified in writing to the Head of Leisure Services who reserves the right either to cancel the booking or amend the hire fee as he/she considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 4.4 and 4.5 above.
- 4.7 The Council accepts no responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.

#### **5 Emergencies**

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. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council's sole discretion.

#### **6 Use of the Venue**

- 6.1 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the event. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are discharged.
- 6.2 All litter and refuse generated by the Event shall be removed from the Venue by the Hirer.
- 6.3 The Hirer 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.

- 6.4 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Head of Leisure Services. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 6.5 If the Hirer fails to perform any of its obligations set out in Clauses 6.1: 6.2 and 6.3 above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.
- 6.6 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 6.7 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 6.8 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.
- 6.9 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment provided by the Council is not moved and shall maintain the integrity of the closure.
- 6.10 The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 6.11 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 6.12 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.
- 6.13 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue.
- 6.14 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue.
- 6.15 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.
- 6.16 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 and 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* published by the Health and Safety Executive, and all other statutory requirements.
- 6.17 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.

- 6.18 The event must cease at the agreed completion time and all clearing up operations must be completed within 6 hours.
- 6.19 The Council reserve the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Head of Leisure Services.
- 6.20 The Hirer must ensure that all users of public facilities have unrestricted access to the permanent public toilet facilities located within the Venue.
- 6.21 The sale or consumption of alcoholic drinks is strictly prohibited.
- 6.22 The Hirer reserves the right not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved.
- 6.23 The Hirer will not permit the operation or release of any high flying object without the prior written consent of the Council, the Civil Aviation Authority and the Police.
- 6.24 It is the responsibility of the Hirer to liase with the Council's Head of Technical and Procurement Services and the Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Head of Technical and Procurement Services and the Police regarding traffic management.
- 6.25 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.
- 6.26 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.
- 6.27 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 barrier, so as to prevent access by members of the public.
- 6.28 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.
- 6.29 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 in breach of clause 6.17. Any necessary licences must be obtained by the Hirer.
- 6.30 The Hirer shall repay to the Council on demand the cost, as certified by the Head of Leisure Services, 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 final.

## **7 Right of Entry**

- 7.1 Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire.
- 7.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 7.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

## **8 Assignment**

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

## **9 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.

## **10 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 during the period of hire 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.

## **11 Advertisements**

- 11.1 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 charge [and issue of a hiring permit.]
- 11.2 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.

## **12 Fly Posting**

- 12.1 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.
- 12.2 A deposit may be required as a security against the occurrence of fly posting which must be received at least 28 days prior to the Event. The deposit will be forfeited either in whole or in part depending on the extent to which the anti-flyposting provisions are complied with.

## **13 Permits and Licences**

- 13.1 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.
- 13.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- 13.3 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence (e.g. Public Entertainments Licence), permit and/or licences or consent issued in respect of the Venue.

## **14 Health and Safety**

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.

## **15 Indemnity and Insurance**

- 15.1 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.
- 15.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue.

- 15.3 The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.
- 15.4 The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks [including products liability where appropriate] for a minimum of £5 million (five million pounds ) and produce evidence of such insurance.
- 15.5 The Hirer will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, sub contractor, caterer which the Hirer has instructed or authorised to appear at the event.
- 15.6 Failure to provide proof of insurance cover as required under clauses 15.4 and 15.5 prior to the Due Date will lead to cancellation of the Event.

## **16 Catering**

All catering and licensing arrangements must be made through the Council and no Hirer may undertake their own catering in the Venue except with the prior written consent of the Council.

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- 16.1 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 any amendments thereto and comply with all instructions given by the Environmental Health Officer.
- 16.2 All caterers at the event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).

## **17 Traders**

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

## **18 Collections or Lotteries**

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.

**19 Property not Removed**

The Council may remove and store any property that is left by the Hirer in or upon the Venue after the period of hire. 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 as a result of the hiring not claimed within 28 days. The proceeds of sale of which shall be the Council's.

**20 Variations to Agreement**

The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

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