

Hire of Parks and Open Spaces Terms and Conditions

Hirers of the parks and the park facilities are subject to the following terms and conditions.

1 Definitions

In these terms and conditions the following expressions shall be interpreted as follows:

- 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 Lichfield District Council and includes its successors in title.
- 1.3** "Due Date" means the final date stipulated for payment, documentation or delivery of service.
- 1.4** "Event" means the purpose for which the venue has been booked.
- 1.5** "Hirer" means the individual, or company/organisation representative booking the event, who pays any fees due under clause 2 below. This booking is personal to the hirer and he/she may not transfer or sublet this consent to any other person or organisation.
- 1.6** "Head of Service" refers to the Head of Leisure and Operational Services for the time being of the council or his/her duly authorised officer.
- 1.7** "The Manager" means the Facility Manager for the time being of the council or his/her authorised assistant.
- 1.8** "Venue" means the location booked for the event.

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 will be requested which would have to be paid to the council on receipt of the park hire booking, which will be forfeited in the event of any damage or loss to the venue, or held as part payment of any necessary making good. The hirer will be liable for the full costs of any damages, should this exceed the deposit, the council will issue an invoice accordingly.

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 Manager.
- 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 Service 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 Manager 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 Manager 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

All applications for the hire of parks and their facilities must be made via the online booking process. In all cases the application form should be submitted within the timescales stipulated in accordance with the hire type

6.1 The hirer shall ensure no Park Byelaws are infringed as part of the event hire.

6.2 The hirer shall keep the venue clean and tidy, ensuring 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.

6.3 All litter and refuse generated by the event shall be removed from the venue by the hirer.

6.4 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.

6.5 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 Manager. The council accepts no responsibility for any property left on the venue before, during or after the hire period.

6.6 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.

6.7 The hirer is responsible for the administration, organisation and running of the event and for having sufficient stewards and officials to fulfil these conditions.

6.8 The hirer is responsible for the supervision and control of event participants, officials, visitors and spectators.

6.9 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.

6.10 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.

6.11 The hirer shall not interfere with or attach anything to any item of street and/or park furniture and trees.

6.12 The hirer shall not excavate or drill pinning holes into the venue except with the prior written consent of the council.

6.13 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.

6.14 The hirer shall ensure that no vehicles are parked or driven across any public footpath located within the venue.

6.15 The hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the venue. Visitors or members of the public will not be allowed to park or drive on any part of the venue without prior permission.

6.16 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.

6.17 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 including a fun fair site plan 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.

6.18 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.

6.19 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 Manager.

6.20 The sale or consumption of alcoholic drinks is strictly prohibited.

6.21 The hirer will not allow at the event any performance or entertainment in which animals are or might be involved.

6.22 The hirer will not permit the operation or release of any high flying object without the prior written consent of the council and the Civil Aviation Authority.

6.23 It is the responsibility of the hirer to liaise with the Manager and Staffordshire 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 Manager and Staffordshire Police regarding traffic management.

6.24 The hirer agrees that where the venue is to be used in the dark, the provision of appropriate lighting to cover all areas where the public are admitted or have access, will be necessary

6.25 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.

6.26 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.

6.27 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.

6.28 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 clarified with the council.

6.29 The hirer shall repay to the council on demand the cost, as certified by the Manager 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.

6.30 The hirer shall clean and replenish toiletries, during the hire of facilities, if applicable, ensuring the facilities are as they were found prior to the hire.

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 fundraising/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 the event booking request has been approved and confirmed in writing by the council.

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.

11.3 The council will not permit venue hire to persons or organisations which may be involved in drawing people into terrorism.

12 Fly Posting

12.1 No advertising material to be displayed on site without the consent of the manager.

12.2 All advertising material must conform with the Town and Country Planning (Control of Advertisements) Regulations 2007.

12.3 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. Premises Licence), permit and/or licences or consent issued in respect of the venue.

14 Health and Safety

14.1 The hirer agrees to undertake an Event Management Plan and Event Risk Assessments ensuring all participants, contractors, suppliers etc comply with all relevant health and safety legislations or any other guidelines, relevant thereto at all times during the event and while preparing and clearing the venue for the event.

14.2 The hirer will be required to produce evidence of the existence of the Event Management Plan and Risk Assessments as required by the council in respect of any exhibitor, ground entertainer, sub-contractor, caterer etc which the hirer has instructed or authorised to appear at the event.

14.3 The hirer shall inform the Manager of any accidents or serious incidents immediately, which occur during the tenure of 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. Higher levels of cover may be required for some events as specified by the Head of Service.

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

16.1 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.

16.2 Catering vendors must hold a minimum 4 star Food Standard Agency rating.

16.3 Sites with permanent on-site catering facilities, must be contacted to discuss possible inclusion with event and advised of proposed event refreshments by the event organiser, on booking. See Manager for details if needed.

17 Traders

17.1 No commercial traders will be permitted to trade at the event without the prior written consent of the council.

17.2 Hirers are responsible for obtaining all the necessary safety documents including PLI and Risk Assessments, furthermore, ensuring traders abide with the event safety documents.

17.3 All traders shall comply with statutory requirements, orders and

regulations

17.4 No Chinese lanterns, explosives or fireworks are to be brought onto or retailed on site.

17.5 The hirer will ensure that no traders are selling air weapons and ammunition, this is not permitted in parks.

17.6 The hirer must ensure all traders with inflatable devices must have an anemometer (wind speed meter) available and on site at ALL events. Readings must be recorded on a half hourly basis and manufacturer's guidance followed at all times. The absence of an anemometer will prevent the trader from operating inflatables on Council land.

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 council shall retain all proceeds of sale from property not removed.

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.