

# Hire of Silloth-on-Solway Town Council Land

## Terms and conditions

### 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 Silloth-on-Solway Town Council and includes its successors in title.
- 1.3 "Event" means the purpose for which the Venue has been booked.
- 1.4 "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 may not be transferred or sublet to any other person.
- 1.5 "Venue" means the location booked for the event.

### 2 Payment

- 2.1 Payment of any fees and charges must be made in full no later than 56 days before the date of the event. 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 etc over and above the hire charge for the event.

### 3 Deposit

- 3.1 A deposit may be requested which would have to be paid to the Council 56 days prior to the event 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 damage.

### 4 Refusal of booking, variations 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 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.
- 4.4 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.
- 4.5 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 Council to vary this provision in appropriate cases.

- 4.6 Hirers who do not take up their commitment for any reason or fail to notify the Council 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.
- 4.7 Substitution and amendments of the nature of the booking must be notified in writing to the Council who reserve the right either to cancel the booking or amend the hire fee if the Council considers it appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 4.4 and 4.5 above.
- 4.8 The Council accepts no responsibility for the non-arrival of application forms remittances or cancellations.

## **5 Emergencies**

- 5.1 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. 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.
- 6.2 All litter and refuse generated by the event shall be removed from the Venue by the Hirer before the end of the Hire Period.
- 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 Council. 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 the necessary application is submitted with the relevant authority.
- 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 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, including copies of certificates of examination, of all side shows and rides prior to the due date. 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* 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 Hirer will ensure that the event is only run between times approved by the Council. This includes all setting up, breaking and clearing/cleaning up operations.
- 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 Council.
- 6.22 The Hirer will not permit the operation or release of any high-flying object without the prior written consent of the Civil Aviation Authority or other relevant statutory authority.
- 6.23 It is the responsibility of the Hirer to liaise with the Highway Authority 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 Highway Authority and the Police regarding traffic management.
- 6.24 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.
- 6.25 The Hirer shall take all necessary fire precautions as may be necessary.
- 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 not allow any potentially dangerous structures or equipment (for examples stalls or any other apparatus or equipment ancillary to the Hire Purpose) to be unattended during the period when the Venue is open to the public.
- 6.31 The Hirer must ensure that First Aid equipment is present at the Venue throughout the Hire Period.
- 6.31 The Hirer shall repay to the Council on demand the cost 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**

- 8.1 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**

- 9.1 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 Advertisements**

- 10.1 The Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variations therefore must be complied with in respect of any advertisements and flyposting.

## **11 Permits and licences**

- 11.1 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.

- 11.2 The Hirer will be responsible for exhibiting such licences, permits or consents as required by the issuing body during the event.
- 11.3 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence, permit or consent issued in respect of the Venue.

## **12 Health and safety**

- 12.1 The Hirer agrees that Silloth-on-Solway Town Council's involvement in the event is strictly limited to its capacity as land/premises owner and the Council has no responsibility for the organisation or management of the event outside of this role.
- 12.2 The Hirer agrees to be responsible for the planning, organisation and management of the event, including undertaking effective risk assessments and formulating a management plan and is to ensure that all participants and contractors comply with all relevant health and safety and fire safety legislation or any other guidelines, relevant thereto at all times during the event and while preparing and clearing the Venue for the event.
- 12.3 The Hirer is responsible for ensuring that the Venue is a safe and suitable location for the event, including emergency access and egress, any particular site features or hazards and the condition of the ground.
- 12.4 Any incidents whether resulting in injury to person or to property must be reported to the Officer as soon as is reasonably practicable or immediately in the case of an emergency, giving full details of the nature of the accident and how it occurred and the names and contact details of all parties involved including witnesses.

## **13 Indemnity and insurance**

- 13.1 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 connection with the event.
- 13.2 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 connection with the event.
- 13.3 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.
- 13.4 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) or other such amount as determined by the Council and produce evidence of such insurance.
- 13.5 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.
- 13.6 The Hirer will provide proof of insurance cover to the satisfaction of the Council no later than 56 days before the date of the event.

## **14 Catering**

14.1 All caterers at the event must comply fully with the requirements of all current food safety legislation and guidance, and any instructions given by a Food Safety/Environmental Health Officer.

**15 Traders**

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

**16 Collections or lotteries**

16.1 No collections or lottery may be conducted at the Venue without the relevant permit/registration being obtained from the licensing department of Allerdale Borough Council.

**17 Property not removed**

17.1 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 dispose 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.

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

**Event:** .....

**Event date:** .....

**Location:** .....

**Name of organisation or company:** .....

**Position with organisation or company:** .....

**Print Name:** .....

**Signature:** ..... **Date:** .....