

# **General Conditions**

## **Hire of Parks and Open Spaces 2014**

### **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 Colchester Borough 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 Life Opportunities means the Head of Life Opportunities for the time being of the Council or his/her duly authorised officer.
- 1.7 “Venue” means the location booked for the event including the immediate surrounding area open to the public.

### **2 Payments and Charges**

- 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.
- 2.3 The Hirer will be liable for the full costs of any damage or loss to the Venue including the loss of keys if this damage or loss is related to or by reason of the hiring. The cost of any loss or repair will be re-charged to the Hirer.

### **3 Deposit**

- 3.1 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 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 Life Opportunities.
- 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 Life Opportunities 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 Life Opportunities 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 Life Opportunities 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**

- 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.
- 5.2 The hirer shall be required to submit to the Council a copy of their emergency evacuation procedure eight weeks in advance of the event date. The hirer shall be responsible for ensuring that all Stewards responsible for implementing this procedure are adequately trained and supervised.

## **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 except where hire of litter bins and/or litter collection services have been agreed with the Council.
- 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 if this damage is related to or by reason of the hiring.
- 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 Life Opportunities. 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 positioned by the highway authority 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 park furniture.
- 6.11 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council. No tent pegs or stakes are to be used anywhere within the Upper Castle Park because of its designation as a Scheduled Ancient Monument, therefore only freestanding marquees are permitted for this site.
- 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.
- 6.14 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue unless the footpath has been closed under a highway closure order issued by the highway authority.
- 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. Further guidance on this can be found in the council's Noise Policy. The council reserves the right to stop any event where flagrant breaches of these regulations occur.
- 6.18 Events are permitted to operate between 0900hrs and 2300 hours. An earlier commencement time may be negotiated with the Head of Life Opportunities for certain events but later completion times will be subject to approval by the Licensing Authority. Set up and set down activities for events will commence no earlier than 0600hours and cease by 2400 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 Life Opportunities.

- 6.20 The Hirer must ensure that all users 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 without the prior written consent of the Designated Premises Supervisor, and completion of a Permit to Supply Alcohol form.
- 6.22 The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved without the prior written consent of the Council.
- 6.23 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. The release of balloons as part of an event is prohibited.
- 6.24 It is the responsibility of the Hirer to liaise with the Council's Head of Life Opportunities 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 Life Opportunities and the Police regarding traffic management.
- 6.25 The Hirer agrees that where the Venue is to be used in the dark then appropriate lighting will be provided to cover all areas to which the public are admitted or have access.
- 6.26 Where there is restricted access to the event the hirer shall ensure that all closed entrances are clearly marked with the location and direction of the next convenient entrance
- 6.27 The Hirer shall inform the council when any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, gas or other apparatus is brought onto the premises.
- 6.28 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.
- 6.29 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.
- 6.30 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. Details of any amplification and/or public address system shall be submitted to the Council for approval eight weeks in advance of the event taking place. Where amplifiers or Public Address systems are to be used the hirer will be required to liaise with Environmental Control, Colchester Borough Council Tel: 01206 282581 in advance
- 6.31 The Hirer shall repay to the Council on demand the cost, as certified by the Head of Life Opportunities, 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 Broadcasting and Television**

- 10.1 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 there from.

## **11 Promotion and Publicity**

- 11.1 No advertising material may be issued, or tickets sold, until such time as a Hire Agreement has been signed and returned
- 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 hirer is required to provide full details of the event programme and examples of all posters, tickets and any other publicity material eight weeks in advance of the event taking place

## **12 Fly Posting and Street Leafleting**

- 12.1 No advertising material is to be displayed anywhere on the Venue without the prior written approval of the Council 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 In accordance with the Clean Neighbourhoods and Environment Act 2005, street leafleting is not permitted without the prior written permission of the Council.
- 12.3 Distribution of leaflets and programmes etc within the venue is not permitted without the prior written approval of the Council.

## **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 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence, permit and/or licences or consent issued in respect of the Venue. The hirer shall ensure that their event complies with the Licensing Act 2003 and any Premises Licence or Temporary Event Notice issued by the Licensing Authority. The Hirer shall familiarise themselves with the Operating Schedule of licensed premises and ensure that their event complies with the licensing objectives.
- 13.3 Where alcohol sales have been approved as part of an event by the Council, the hirer shall ensure that a Personal Licence Holder is present at all times and that the details of the Licence Holder have been provided to the Council 8 weeks in advance of the event.

## **14 Health and Safety**

- 14.1 The Hirer agrees to undertake a Safety Plan for the event and 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.
- 14.2 The hirer shall submit to the Council a copy of their Safety Plan for the event in advance by the date requested by the council, and shall produce evidence that the risk assessments of participants and contractors have been obtained and approved.
- 14.3 The hirer shall provide proof that tents and marquees are manufactured to current British Standards with particular regard to fire retardant properties of fabrics and materials.

## **15 Event Stewards and Security Staff**

- 15.1 The Event Organiser shall ensure that an adequate number of qualified event stewards and security staff are appointed in accordance with HSE guidelines and BS 8406 – Event Stewarding. (Please see CBC Registered Security Policy)



- 15.2 Where Security Guards and Door Supervisors are appointed, these will be suitably qualified in accordance with the Private Security Industry Act 2003 and Security Industry Association guidelines.

## **16 Indemnity and Insurance**

- 16.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death caused by the negligence of the Hirer, their employees or agents, whether to property or person(s) sustained by any person in the Venue.
- 16.2 The Hirer is responsible for all safety aspects of the Venue during the period of hire, and must accept liability for any loss, damage, injury or death whether to property or person(s) sustained by any person(s) in the Venue if as a result of the negligence of the Hirer, their employees or agents.
- 16.3 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 caused as a result of the negligence of the Hirer, their employees or agents.
- 16.4 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 at least eight weeks before the date of the event. The Hirer must ensure that the policy clearly states that cover is effective for the full period of occupation of the land and facilities inclusive of the time taken to set up and prepare for the event and set down afterwards.
- 16.5 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, and sub contractor, caterer which the Hirer has instructed or authorised to appear at the event.
- 16.6 Failure to provide proof of insurance cover as required under clauses 16.4 and 16.5 prior to the Due Date will lead to cancellation of the Event.

## **17 Catering**

- 17.1 All caterers at the event must comply fully with the requirements of the Food Safety Act 1990, the Regulation (EC) 852/2004, the Food Hygiene (England) Regulations 2006 and any amendments thereto and comply with all instructions given by Environmental Control, Colchester Borough Council Tel: 01206 282581
- 17.2 All caterers at the event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).
- 17.3 In the case of Castle Park, where the Council has not charged for the hire of the Park, the café operator will be entitled to trade from the Café and Lower Park Kiosk. Organisers must ensure that these areas are kept clear for this purpose.
- 17.4 A list of all caterers at the event must be supplied to the Council prior to the event. All caterers must be in possession of appropriate Public Liability Insurance Cover, and be able to produce proof if requested.

## **18 Traders**

- 18.1 A list of all traders at the event must be supplied to the Council prior to the event. All traders must be in possession of appropriate Public Liability Insurance Cover, and be able to produce proof if requested.
- 18.2 Car boot sales are not permitted.

## **19 Animals**

- 19.1 Events that include the use of performing animals are generally not permitted. However, use of animals in a performance will be permitted if they are normally regarded as domesticated in the United Kingdom (i.e. horses, dogs, cats, birds used in falconry demonstrations, caged birds and rabbits).
- 19.2 Live birds, fish or animals shall not be given as prizes.

## **20 Collections or Lotteries**

- 20.1 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.

## **21 Concessions**

- 21.1 In the case of Castle Park, the Council has agreed concessional use for the operation of paddleboats and a bouncy castle. The hirer shall be aware of their presence and their right to operate.
- 21.2 For events where a charge has been issued for the hire of Lower Castle Park, the operation of the Boating Lake will be subject to negotiations between the concessionaire, the council and the hirer.

## **22 Car Parking and Vehicle Access**

- 22.1 Car parking will not be permitted within the confines of the land and facilities unless specifically authorised by the Council.
- 22.2 Where public car parking facilities are made available stewards shall control the use of the parking area and these parking areas shall be clearly marked. Details of car park stewarding arrangements shall be included in the Event Application Form.
- 22.3 Vehicles entering or leaving the site shall only be driven within the confines of a clearly marked route. A maximum speed limit of five miles per hour shall be strictly adhered to and vehicles driving within the event site shall display hazard lights at all times.
- 22.4 The Hirer shall ensure that no vehicles are parked within ten metres of a children's play area or driven across any public footpath located within the Venue.
- 22.5 No vehicle shall be brought onto the venue which is likely to cause damage. The hirer shall first obtain permission from the Council for the entry of any vehicle with a laden weight of more than one ton.



- 22.6 The Council reserves the right to cancel permission for car parking at the Venue at anytime before or during the event if ground conditions are not suitable and if vehicle movements are likely to cause damage.
- 22.7 A charge will be made by the Council for car parking, where a fee is to be charged by the hirer for public parking.

## **23 Event Set Down and Removal of Property**

- 23.1 The venue must be cleared as soon as possible after the event has concluded and must be left in a clean and tidy condition. If the Hirer does not carry out such work, the Council will do the work and the cost will be re-charged to the Hirer.
- 23.2 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.

## **24 Event Meetings**

- 24.1 The Event Organiser may be required to arrange and attend event safety meetings and de-brief meetings with the emergency services, the Council and other agencies where these are considered appropriate by the Council for the type of event being organised.

## **25 Variations to Agreement**

- 25.1 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.