

TERMS AND CONDITION FOR THE HIRE OF ADISHAM RECREATION GROUND

Please read this document before completing your application form. It must be signed and returned only after you have received your Provisional approval letter.

Adisham Parish council reserves the right to amend these conditions depending on the nature of the event being proposed.

Date(s) site required including arrival and departure date(s). _____

1. Introduction

- 1.1 Set out below are the Terms and Conditions which regulate the hire of Adisham Recreation Ground. These terms and conditions are designed to protect the interests of the Hirer and the Parish Council and are to the entire exclusion of all other terms and conditions

2. Definitions

- 2.1 "Conditions" means these booking conditions which shall form part of the contract between the Parish Council and the Hirer.
- 2.2 "Council" means the civic administration of the area and will include if required Adisham Parish Council, Canterbury City Council and Kent County Council.
- 2.3 "Event" means the purpose for which the Venue has been booked.
- 2.4 "Due Date" refers to the date specified in the Letter of Approval by when any requirements imposed on the Hirer as set out in the letter, are to be met.
- 2.5 "Letter of Approval" means a letter issued by the Parish Council 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 a Due Date for meeting the requirements specified therein.
- 2.6 "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 this consent to any other person. The Hirer will also be the person with overall responsibility on the day of the event. If the Hirer is not the overall person in charge on the day of the event, this must be communicated with the parish Council.
- 2.7 "The Officer in Charge" (OIC) means the person, for the time being appointed by the Parish Council, to enforce the following Terms and Conditions and to be generally responsible for matters concerning the Council, arising out of the hire of the Recreation Ground. The responsibilities of the OIC in no way absolve the Hirer from his/her obligations to the Council under any of these Terms and Conditions.
- 2.8 "Venue" means the location booked for the Event, to include the immediate surrounding area open to the public or as detailed on the application form.

3. Application

- 3.1 All applications for the hire of Adisham Recreation Ground are to be made on the 'Event Application Form' and are personal to the Hirer. Guidance to completion of the application form is provided in clause 13 of this document.

4. Confirmation

- 4.1 No application shall be approved until the Hirer receives a final Letter of Approval from the Council. Hirers should note that the Council accepts no responsibility or

liability for the cancellation of an Event due to the refusal of any Temporary Events Notice, Premises Licence or relevant Building Control Permissions.

5. Payment

- 5.1 Hire Fee: The Hirer shall pay the hire fee as set by the OIC by the Due Date to confirm the booking. Failure to pay the full hire fee by the Due Date may result in cancellation of the hire.
- 5.2 Bond: The Hirer may be required to pay a refundable bond, the amount of which is to be determined by the OIC as well as a Due Date for payment. Failure to pay the bond in full by the Due Date may result in cancellation of the hire. Furthermore, only on receipt of full payment by the Council of both the hire fee and any bond to be paid, will the booking be guaranteed. The Council shall be entitled to set-off the costs of any repairs, additional charges or third party charges incurred by the Council not paid for by the Hirer but for which s/he is liable, against any bond held by the Council and to refund the balance to the Hirer. Any refund of the bond, 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.
- 5.3 Additional Charges: The Hirer shall agree to pay for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches, litter clearance etc, over and above the hire fee for the Event. The Hirer shall repay to the Council on demand the cost, as certified by the OIC, of re-instating, repairing, replacing or cleansing any part of the recreation ground 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 Parish Council's valuation of any damage/loss is final. The Hirer will be advised on of any additional costs over the value of the original bond and invoiced accordingly. Payment must be received within 30 days the cost will be applied against the refundable bond.
- Invoices: An invoice shall be sent to the hirer on confirmation of the Event. Cheques shall be made payable to "Adisham Parish Council" and forwarded to the address shown on the invoice by the Due Date.

6. Use of the Venue

- 6.1 **Care of the Venue:**
- 6.1.1 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 within the Venue, or in the area surrounding the Venue, whether by the Hirer, Event participants or other associated persons or contractors.
- 6.1.2 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.
- 6.1.3 The Hirer shall not interfere with or attach anything to any item of park's furniture.
- 6.1.4 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 6.1.5 No cooking or fires shall be permitted at the Venue except with the prior written consent of the Council
- 6.1.6 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 OIC. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period. 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 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 not claimed within 28 days of the conclusion of the Event. Subject to the Council's right to set-off any costs incurred in the removal, storage and/or sale of the property, the proceeds shall be refunded to the Hirer.

- 6.1.7 The Hirer shall not interfere with or make any alteration to the layout of the Venue without prior written consent of the Council.
- 6.1.8 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 prior written consent of the Council
- 6.1.9 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue. If music is to be performed, regardless if it is recorded or live, the hirer agrees to conduct a noise risk assessment and to formally discuss the Event with the Parish Council. The hirer also agrees to comply with any finish time stipulated by the premises licence for the venue or any amended time as stipulated in the Letter of Approval.
The Hirer agrees to become familiar with the 'Noise at Work Regulation 2005' so as to have an understanding of their legal responsibilities to the public and staff in relation to presenting live or recorded music.
- 6.1.10 The Hirer shall not bring into the Venue any article of an inflammable or explosive nature or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without written consent of the Council.

6.2 **Litter / Waste Management**

- 6.2.1 The Hirer shall ensure that the site is left clear of all litter and refuse on completion of the Event. The Hirer shall note that s/he is responsible for the spread of any litter from the site that is directly attributable to the Event.
- 6.2.2 The Hirer may employ its own Agents to carry out the collection of litter. The Hirer shall ensure that the Venue is regularly litter picked and that sufficient bins or skips are made available. Should the site not be cleaned to the satisfaction of the OIC, a further charge shall be levied for the clearance of any remaining litter.
- 6.2.3 All litter and refuse generated by the Event shall be removed from the Venue by the Hirer. The hirer agrees to pay the cost if the Council is required to dispose of litter or refuse left by the hirer at the venue.
- 6.2.4 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.

6.3 **Vehicles**

- 6.3.1 Vehicle access for all venues shall be via the vehicle access gates agreed with the OIC.
- 6.3.2 Only essential vehicles shall be allowed to visit or park on Event sites. The number of vehicles shall be agreed prior to the Event with the OIC and the Hirer shall provide the OIC with a list of owner's details on request. All other vehicles shall not be granted permission to enter the park.
- 6.3.3 The Hirer shall ensure that stewards are used to safely navigate vehicles into the venue ensuring maximum speed limits are adhered to. No vehicles are parked or driven across any public footpath located within the Venue without the prior written consent of the Council.

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- 6.3.4 The Hirer shall ensure that no vehicles drive on the grass without prior permission of the Council. Vehicles shall be parked on boards / tarmac at all times.
- 6.3.5 Vehicles that are given permission to drive onto / out of the site 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. The aim is that there is reduced risk of injury to patrons and or damage to Council property. carefully, at no more than 5 mph and with hazard lights flashing.
- 6.3.6 It is the responsibility of the Hirer to contact the Chair of the Village Hall Committee for permission to use the car park area of the Recreation Ground.
- 6.3.7 The Hirer shall ensure that all his employees and Agents are briefed on the conditions relating to vehicle access / egress.
- 6.3.8 It is the responsibility of the Hirer to liaise with the OIC 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.
- 6.4 **Care of the Grass Areas / Trees**
- 6.4.1 See Vehicles 6.3.4; 6.3.5 & 6.3.6
- 6.4.2 No plastic or rubber carpet underlay shall be placed on the grass at any time.
- 6.4.3 Coconut matting or similar materials shall not be laid on the grass for more than 3 days.
- 6.4.5 All wooden flooring shall incorporate an air gap of a minimum of 10cm. No wooden flooring shall be laid on the grass for more than 10 days.
- 6.4.6 The Hirer shall ensure that no poles or stakes are driven into the ground without prior permission from the OIC. This does not include structure fixing pins.
- 6.4.7 No structure fixing pins shall be used beneath any tree canopy. No structure shall touch or interfere with any tree canopy.
- 6.4.8 No tree or shrub shall be pruned under any circumstance.
- 6.4.9 No cooking or fires shall be permitted on grass areas unless suitable protection is laid on the grass first or be at least 75cm from the ground , and permission has been sought from the OIC prior to the Event.
- 6.4.10 No fuel, chemicals or other substances that may harm the grass, shall be positioned on grass areas.
- 6.4.11 If extreme weather conditions are experienced prior to, or during the Event, the OIC reserves the right to place grass areas out of bounds to the Hirer, relocate the Event elsewhere in the Recreation Ground, and in the worst case scenario, cancel, close or change the date of the Event.
- 6.4.12 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 Parish Council and shall be non-negotiable.
- 6.4.13 Council reserves the right to instruct Event organisers to barrier-off areas under trees when an Event expects large attendance numbers. This is to avoid damage to trees by compaction of the soil and roots under the canopy of trees. Council staff will provide advice as how best to manage the issue of heavy foot traffic under trees
- 6.5 **Toilets**
- 6.5.1 The Hirer shall provide at his/her expense temporary sanitary accommodation for the number of people attending the Event. Requirements shall be agreed with the OIC and should correspond with the recommendations in 'Purple Guide' published by the Events Industry Forum.
- 6.5.2

The list below is a general guide for a music event, though these figures may be too high for short duration “non peak” period events such as country fairs or garden parties, or too low for events with high levels of fluid consumption or where camping will occur. The experience of a competent consultant or responsible contractor could prove invaluable when determining the numbers of sanitary conveniences.

Females:	1 Toilet per every 50
Males:	1 Urinal per 150
	1 Toilet per 1st 100
	2 Toilets per 101 – 500
	3 toilets per 501 – 1000
Caterers	1 Toilet – hot and cold water, soap, hand dryer
For an event of:	
6 Hours +	Full quota of toilets
4 Hours +	80%
3 – 4 Hours =	75%
Less than 3 Hours =	70%

- 6.5.3 The Hirer must ensure that all users of the Venue whether Event participants or not have unrestricted access to any permanent public toilets located within the Venue.
- 6.6 **Stewards**
- 6.6.1 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these conditions. Numbers will be agreed with the OIC, based on the number of people expected to attend the Event. The OIC normally requires 1 steward for every 100 members of the public in attendance.
- 6.6.2 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 Act 1974, the Environmental Protection Act 1990 and the Environmental Act 1995 and all supplemental legislation and guidance.
- 6.6.3 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators. Adequate stewarding is to be maintained to ensure no disruption is caused to other users of the park or open space.
- 6.6.4 Event stewards should be clearly identifiable.
- 6.6.5 Event stewards shall also be thoroughly briefed about the Event and the terms and conditions of using the venue.
- 6.7 **Right of Entry/Access**
- 6.7.1 The Hirer shall ensure that pedestrians are allowed to access along any public footpath located within the Venue.
- 6.7.2 Authorised Council Officers or Members shall be permitted entry to the Venue at all times during the period of hire.
- 6.7.3 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 6.7.4 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

6.8 **Electricity / Generators**

6.8.1 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.

6.8.2 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 2016; this may be inspected at any time by the OIC or personnel from Building Control.

6.8.3 All generators shall be silent running

6.9 **First Aid**

6.9.1 The Hirer shall ensure that he provides sufficient first aid cover for the Event.

6.9.2 Voluntary organisations such as the St Johns Ambulance and the Red Cross should be approached to give advice on the level of cover required for the Event. The Hirer shall ensure that a clear route, at least 5 metres wide, runs throughout the Event to allow for access by emergency vehicles.

6.10 **Children**

6.10.1 The Hirer shall ensure that any Event involving children, fully considers the welfare of those children taking part. The Hirer shall ensure that he complies with the provision of the Children's Act 1989

6.11 **Animals**

6.11.1 The Hirer will not allow at the Event any exhibition, performance or entertainment involving or which makes use of animals without first obtaining consent from the Council in writing. The Authorised Officer may at any time prior to or during the Event withdraw such consent should it be deemed necessary or appropriate at the time. "Animal" shall have the meaning as defined in section 1 of the Animal Welfare Act 2006.

6.11.2 The Authorised Officer may prohibit the exhibition, performance or use of any animal at the Event which they consider may pose a danger to the public. The Hirer agrees that the Authorised 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.

6.11.3 Event Holders may use only the animals which they have listed on the Event Application form and any updates to that list, which must be submitted to the Authorised Officer for approval at least 7 days before the animals are to be brought to the Site. Copies of all relevant licences / registration documentations for each animal must be provided with the application form.

6.11.4 No person shall exhibit or bring to the Event any performing animal unless he is licensed or registered in accordance with the Performing Animals (Regulation) Act 1925.

6.11.5 No animal shall be sold or given as a prize at the Event without the prior written consent of the Council.

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

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- 6.11.7 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. 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.
- 6.11.8 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 after written notice from the Authorised Officer the Authorised Officer may treat the Agreement as repudiated.
- 6.11.9 Should the Council incur any expenses, either directly or indirectly, resulting from the use of animals by a Hirer, it shall be entitled to set these costs off 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

7. Permits and Licenses

7.1 General

- 7.1.1 The Hirer shall ensure that any license, 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 license, permit or consent. If any such license, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.
- 7.1.2 The Hirer will be responsible for exhibiting all necessary permits during the Event.
- 7.1.3 Nothing shall be done by the Hirer which shall or may contravene the terms and conditions of any license (e.g. Premises Licence, Temporary Events Notice).

7.2 Building Control

- 7.2.1 Certain temporary structures shall require inspection by a Building Control Officer. Examples of these are gantries, stages, seating stands, scaffold structures, large marquees and fencing in excess of 2.5 meters high.
- 7.2.2 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.
- 7.2.3 The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with Building Control Regulations

7.3 Public Events

- 7.3.1 The Hirer shall ensure that suitable facilities for people with disabilities are provided in accordance with the Equality Act 2010.
- 7.3.2 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

7.4 Premises Licence

- 7.4.1 In general terms the following activities are deemed licensable.
- Public music or public music and dancing;
 - Public performance of plays (including opera and ballet);
 - Certain film exhibitions
- 7.4.2 Information about applying for a Premises Licence or Temporary Events Notice (TEN) can be obtained from:- The Licensing Department Canterbury City Council

7.5 **Liquor Licence**

7.5.1 Permission must be sort from the Council by applying for a Temporary Event Notice from the Licensing Officer, Limited to 12 per site, per year.

8. Health & Safety

8.1 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. Copies of the risk assessment must be available for inspection by the Council and/or any other relevant body, e.g. Health and Safety Executive.

8.2 The Hirer is to ensure that all staff have received adequate training and are competent to use any equipment they will be using as well as any emergency equipment they may need to use.

9. Indemnity & Insurance

9.1 **Indemnity**

9.1.1 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) or sustained by any person at the Venue.

9.1.2 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, which may be attributable to any act or omission on the part of the Hirer, his agent, employees, contractors or subcontractors

9.1.3 The Hirer agrees to indemnify the Council and keep the Council indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the hire or use of the Venue, including in respect of any death or personal injury, loss of or damage to property, financial loss or any other loss which is caused directly or indirectly by any act or omission of the Hirer, his agent, employees, contractors, sub-contractors or animals or other living creatures used by the Hirer at the Event.

9.1.4 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.

9.1.5 The Hirer agrees to make contact with local residents to inform them of key event arrangements which may impact on them (e.g. parking/access noise etc) and provide details of a noise complaints hotline. The Hirer will also need to ensure a contact number for responsible person in charge is visible at the event for residents to register any issues.

9.2 **Insurance/ Public liability**

9.2.1 The Hirer agrees to take out Public Liability Insurance Cover. The relevant limits of indemnity shall be an amount approved by the Council and under no circumstances shall be less than £5,000,000 (five million pounds) and the Council reserve the right to require a higher limit if deemed necessary.

9.2.2 If an inflatable is to be used as part of the Event, the Hirer shall ensure that the owner/operator has Public Liability Insurance Cover of a minimum of £5,000,000

9.2.3 If the Hirer intends exhibiting or using animals or other living creatures at the Event, he shall ensure that the Public Liability Insurance Cover is endorsed to reflect that the cover extends to the use of the animals and creatures concerned.

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9.2.4 The Hirer may 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, etc. whom the Hirer has instructed or authorised to appear at the Event. Under no circumstances shall this be less than £2,000,000 (two million pounds) and the Council reserves the right to require a higher limit if deemed necessary.

9.2.5 The Council may require the Hirer to provide certificates of insurance or other documentation as proof of the insurance required under clauses 9.2.1 to 9.2.3 and failure to provide proof of insurance cover as required on or before the Due Date shall entitle the Council to cancel the Event, such decision being solely the right of the Council.

10. Variations to the 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

11. Force Majeure Neither party shall be liable to perform its obligations under the Contract if such failure results from circumstances beyond the parties' reasonable control.

12. Applicable Law English law is the law applicable to this Agreement and the parties submit to the exclusive jurisdiction of the English courts.

I have read and understood the foregoing Terms and Conditions and agree to comply with them.

Signed: _____

Date: _____

Print name : _____

Name of Organisation or Company: _____

Position held in Organisation or Company: _____

Please ensure that you have read and understood the above Terms and Conditions. It is a requirement that a signed copy is returned along with your Park Events Application Form to:

Adisham Parish Council

Telephone: 01304 842908

Plum Tree Cottage

e-mail: clerk.adishampc@outlook.com

The Street

CT3 3JR