

Land Hire Agreement Conditions for the Hire of Parks and Green Spaces of Bath and North East Somerset

The Hire

The Council hereby agrees to hire the Site to the Hirer for the duration of the contract on the Conditions detailed below and the Hirer accepts these Conditions and agrees to be bound by them.

1. Definitions

In these conditions of hire:-

1.1 The 'Council' means Environmental Services of Bath & North East Somerset Council acting for the Parks Department.

1.2 The 'Hirer' means the person signing the Land Hire Agreement (the 'Contract'). Where an organisation is named in the Contract, that organisation shall also be considered the Hirer and shall be jointly and severally liable with the person who agreed and signed the Contract.

1.3 The 'Contract' means this Land Hire Agreement and also any other relevant correspondence passing between the parties and their agents.

1.4 The 'Site' means those parts of the Parks and/or Green Spaces owned by Bath & North East Somerset used for the purpose of the Event and referred to in the Contract and other correspondence. The Site also includes those areas that might reasonably be used by the Hirer or their guests during the Event including entranceways, toilets, and stairways.

1.5 The 'Structure' means the entire interior and exterior of the specific property within the Site as described above in 1.4 and as particularly detailed in the booking form.

1.6 The 'Period of Hire' means the dates and times for hire referred to in the Land Hire Agreement and other correspondence. This may also be referred to as the 'Hire' or the 'Event'.

1.7 The 'Land Hire Fee' means the payment made to the Council by the Hirer for the temporary Hire of the Site.

1.8 The 'Authorised Officer' means the Parks Manager of the Council or any person or persons nominated by them. This will include, but shall not be limited to, members of Bath's Parks Department and the Event Officer appointed to oversee a specific Hire.

1.9 The 'Deposit Bond' is an amount, to be determined depending on the scale of the Event, to be paid prior to the Event for the repair and reinstatement of Council land and assets. The Bond will be returned in full to the Hirer no later than 28 days commencing with the end of the Period of Hire subject to a satisfactory Site inspection by the Council's Parks Manager.

1.10 The 'Event' means the activity to take place during the Period of Hire as stated in the Specific Terms of this Agreement.

1.11 'Apparatus' means any equipment being used by the Hirer for their Event to include but not exclusively marquees, lighting, toilets, staging.

1.12 The 'Site Plan' means the attached plan detailing specifics of the Site.

1.13 The 'Activities' means any pre-organised or ad-hoc Event.

1.14 The 'Event Management Plan' means a plan which covers all the safety and organisational aspects of the event. It should be produced in conjunction with your risk assessment - the risks you identify should inform your decisions about the way the event will be managed

1.15 The masculine shall include the feminine and the singular shall include the plural.

2. Applications to Hire

2.1 All Hires are subject to the approval of the Authorised Officer to ensure that they conform to the policies and practices of the Council. Applications which will not be approved include those that, in the reasonable opinion of the Council, are likely to promote or incite racial or religious hatred, civil unrest or cause offence.

2.2 No application should be considered as approved until written confirmation has been received and a Licence for Land Hire has been issued from the Authorised Officer. Email is deemed to be an acceptable form of communication.

2.3 Hires are made to the individual making the application ("the Hirer") and are non-transferable. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application. Where an application is made by an agent on behalf of a client, the identity of that client and the nature of the Event must be revealed before the application is considered.

2.4 The purpose of the Hire and also the subject matter must be clearly stated at the time of making the application. The Hirer must honestly declare and fully represent the purpose for hiring the Site. Any actual or apparent misrepresentation, material omission or misstatement may result in immediate written termination of the Event by the Council. An additional fee, at the sole discretion of the Council, may be levied to cover the reasonable costs incurred by the Council resulting from such termination.

3. Payments and Cancellation

3.1 Administration Fees and Land Hire Fees are set annually by the Council and include a discretionary discount for charitable Events. Current Fees are advertised on the Council's Events page

<http://www.bathnes.gov.uk/services/sport-leisure-and-parks/event-organisers-information>

3.2 The first payment the Hirer will be required to make is a non-refundable Administration Fee. This will be charged at the point you, the Hirer, submits an Event Application via the "Event App". It is a payment to enable checking, validating and processing your application and for liaising with other parties both internal within the Council, and external, to facilitate the Event taking place. The application process will need to be completed for all Events. Completion of this stage and payment of this fee is not an approval that the Event can take place. (see clause 3.5 below)

3.3 The second payment the Hirer will be required to pay is on acceptance of the Hirer's Event Application. Upon notification of such acceptance 50% of the Land Hire Fee will payable by the Hirer by credit/debit card or invoice.

3.4 The third payment the Hirer will be required to pay is the balance of the Land Hire Fee. This is due no later than 26 weeks before the start of the Event, or if less than 26 weeks to the start of the Event, then full payment is due when the Hirer's Event Application is accepted.

3.5 Once all payments have been made by the Hirer and, if applicable, the Event has been approved by the Safety Advisory Group for Events a Licence for Land Hire will be issued. For more information on when this will be applicable please see Section 7 http://www.bathnes.gov.uk/sites/default/files/siteimages/Sport-Leisure-and-Parks/Event-Organisers-Information/events_policy_with_appendices_2018-19.pdf

3.6 Cancellation terms

Cancellation by the Hirer can take place at any time before the Event start date. Cancellation must be received in writing. It should be sent to event@bathnes.gov.uk Should the Site be re-let by the Council, at full cost for the cancelled Hire, the Council will refund the Hirer the full Land Hire Fee minus an Administration Fee, as determined by the Council, and any reasonable costs incurred by the Council in arranging the re-let.

3.7 Any cancellation by the Hirer is deemed to be effective once notice is received in writing by the Council's Events Office or the Authorised Officer. An email is deemed to be an acceptable form of communication. All email correspondence should be sent to event@bathnes.gov.uk

3.8 The Hirer shall be responsible for the payment of all fees such as Performing Rights Society (PRS) where such fees are attributable to the Period of Hire. The Hirer will also indemnify the Council for any claims arising out of non-payment of such fees from PRS or any third parties.

3.8 Additional charges will be levied on the Hirer for the Hirer's use of utilities and other Council services

4. Deposit Bond

4.1 A Deposit Bond will need to be provided to the Council by the Hirer within 8 weeks in advance of the event set-up date. It shall be subject to forfeit to the Council in the circumstances set out in this clause. The Deposit Bond (if returnable in whole or in part) shall be held by the Council for 28 days commencing with the end of the Period of Hire.

4.1.1 The Deposit Bond shall be forfeited to the Council (in whole or in part) if the Hirer is in breach of:

- Clause 4.2 (Limit on use of the Site);
- Clause 11 (Nuisance)

4.1.2 The Deposit Bond shall be forfeited (in whole or in part) if the Council has to make good any damage to the Site as provided for in Clause 8 (Damage);

5- Submission of Documentation:

5.1 The Final Event Management Plans MUST be submitted by the Hirer, via Event App, 8 weeks prior to the start of the Event. Failure by the Hirer to supply the Final Event Management Plan(s) on time will result in cancellation of the event by the Council. .

5.2 Following consideration of the Hirer's Event Management Plan(s) by the Safety Advisory Group for Events, if there is a requirement for the Hirer to submit further information; this MUST BE provided via Event App, within 7 calendar days of the request being made. Failure to do so on time will result in cancellation by the Council.

5.3 Upon cancellation in clauses 5.1 and/or 5.2 above, NO REFUND of any of the Hirer's payment will be made.

5.4 Upon approval of the Hirer's Event Management Plan(s), the Hirer's Licence for Land Hire will be issued by the Council

6. General Conditions

6.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

6.2 The Hirer shall not use the Site or the Structure, or permit the Site or the Structure to be used, for any purpose other than for the purpose or purposes specified in the application.

6.3 The Hirer must not use the Site or the Structure, or any part of thereof, for any illegal purpose or in any manner that may, in the Council's reasonable opinion, cause loss, damage, injury or legal nuisance to the Council or any other owner/ occupier of any neighbouring property or which may cause prejudice to the Council.

6.4 The Hirer must not use the Site and/or the Structure for purposes whose nature or content could bring the name and reputation of the Council or its venues into disrepute.

6.5 Nudity is not permitted at any Event by anyone attending the Event.

6.6 The Hirer and its/his/her servants, agents, contractors and others allowed on the Site and/or Structure by reason of its Hire shall leave the Site and/or Structure at the end of the Period of Hire.

6.7 The Council will provide access for normal lighting and electrical supply of the Site or Structure but shall not be responsible for any failure, defect, damage or loss resulting from any failure unless due solely to negligence by the Council or their servants/ agents.

6.8 No alternations, additions to fixings, nail or fixing of any kind shall be driven into, or applied to, any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind, or the removal of street furniture without prior written permission of the Authorised Officer. Such consent may provide pre-conditions and instructions

6.9 No adhesive tape or material may be used to secure loose cables to the floor. Cable matting must be used in all cases.

6.10 The Hirer is responsible for the conduct of his staff, agents, colleagues, contractors, sub-contractors and guests throughout the Period of Hire.

6.11 The Hirer, their agents, guests or contractors who arrive under the influence of alcohol or drugs will be refused access to the Site or Structure. The Authorised Officer, other officers of the Council or their authorised contractors on duty during the Period of Hire can refuse the right of entry at any time for this reason

6.12 The Hirer will be responsible for the employment of any SIA accredited security or door staff required to ensure the safety of an Event.

6.13 The Hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer. The Hirer shall undertake to contact the Council's Film Office for advice.

6.14 The release of sky lanterns from the Site or Structure, or from Council managed public spaces around the Site, is not permitted and should not be initiated by the Hirer or its/his/her guests in association with Events held within the Site or the Structure.

6.15 The Hirer, its/his/her servants, guests, contractors and employees shall comply with all reasonable requests of the Authorised Officer during the Period of Hire and during such other times as any of them shall be in the Site.

6.16 No one event has exclusive use of a specific area within Bath and North East Somerset, at any one time. The Council reserves the right to accept or decline applications, in its absolute discretion, based on the impact on the infrastructure of that area, whether this relates to traffic and/or commercial/charity interests.

6.17 Your Event is taking place in a public park and it is POSSIBLE that other Activities will be taking place at the same time and in close proximity to your event, whether booked through the Council or a spontaneous gathering in an open public space. The Council reserves the right to permit other Activities to take place in the Park during your booking but not within the designated Site or Structure. Should this happen then please show due consideration to the organisers and guests at the neighbouring event, in particular to noise created by the Hirer's event. The Council cannot accept responsibility for any detrimental impact to the Hirer's event by the close proximity of another event

to that of the Hirer's. *On the day of the Hirer's event there may be Parks officers in the location and they may be of assistance to the Hirer in addressing any concerns the Hirer may have regarding the operation of the neighbouring event.*

6.18 Summary Guide to Tree Protection Parks Sites

6.18.1 No plant, vehicles, generators or materials are to be stored or parked within the maximum crown radius of a tree, or any other planted areas, unless otherwise agreed with the Council's Tree Manager

6.18.2 No plant or vehicles are to be driven within the maximum crown radius of a tree or other planted area.

6.18.3 No structure is to be erected within the maximum crown radius of a tree (the maximum crown radius is measured from the trunk base to the outermost branch), without prior agreement with the Tree Manager.

6.18.4 No part of any tree may be damaged as a result of impact by plant or vehicles, or pruned in any way.

6.18.5 No excavations may be carried out within the maximum crown radius of a tree.

6.18.6 NJUG10 Guidelines must be adhered to <http://streetworks.org.uk/wp-content/uploads/2016/09/V4-Trees-Issue-2-16-11-2007.pdf>

7. Breach and Termination

7.1 The Agreement may be terminated by the Council in the following circumstances:

7.1.1 In the event of any breach of the Contract by the Hirer the Council may serve a notice on the Hirer requiring the breach to be remedied within a period specified in the notice. If the breach has not been remedied by the expiry of the specified period, the Council may terminate the Contract with immediate effect by notice in writing.

7.1.2 In the event of a material breach of the Contract by the Hirer, the Council may terminate the Contract with immediate effect by notice in writing to the Hirer.

8. Liability, Indemnity and Insurance

8.1 The Hirer shall be liable for, and will indemnify the Council against all damages, charges, costs, expenses payable by the Council in respect of legal actions and legal claims, including court proceedings, brought or made against the Council in respect of any loss, damage or personal injury arising in respect of any third party as a consequence of the negligence of the Hirer, its servants or guests.

8.2 The Hirer must arrange for Public Liability insurance to be obtained to cover the liabilities detailed in clause 6.1 above to a minimum value of £5 million (£5,000,000) for the duration of the Period of Hire. This must also include cover for 3rd party property damage caused through the actions of the Hirer, his servants or guests during the Period of Hire. Written proof of this insurance shall be produced to the Council by the Hirer prior to the commencement of the Hire. Failure to do so may, at the sole discretion of the Council, result in the termination of the Hire by written notice to the Hirer. In such circumstances the Hirer will remain fully liable for the fees payable in respect of the Hire. The Council will not be responsible for any costs or losses which are incurred by the Hirer as a result of such termination.

8.3 The Council shall not be liable for any loss due to industrial action, breakdown of machinery, failure of supply of electricity, flood water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause any part of the Site to be inaccessible or the Period of Hire to be interrupted or cancelled.

8.4 Unless due to the negligence of the Council, the Council shall not be responsible for any loss or damage howsoever caused, to the Hirer's property or the property of any of the Hirer's guests, audience members, participants or contractors stored on Site.

9. Damage

9.1 The Hirer shall take good care of and, shall not cause any damage or permit any damage to be done to the Site or any part of the Structure.

9.2 The Hirer shall take good care of and, shall not cause or permit any damage to be done, to any fixtures, fittings, furniture and equipment in any part of the Site or Structure during the Period of Hire.

9.3 Any damage that is caused or permitted by the Hirer, his servants, agents, contractors or any other person resorting to the Site or Structure by reason of the Hire shall be made good by the Council and will be charged to the Hirer. The cost of any damage shall be certified by the Authorised Officer whose decision shall be final.

9.4 Any unreasonable or unforeseen cleansing required post event, will be recharged to the Hirer. The cost of any such cleaning shall be certified by the Authorised Officer whose decision shall be final.

9.5 The Hirer shall not cause or permit any fly bill posting or littering in connection with the Event. Without prejudice to the right of the Council to forfeit all or part of the Deposit Bond following any breach of this condition the Hirer shall in the event of any breach of this condition reimburse the Council for any expense incurred by the Council in removing such waste.

in accordance with the Code of Practice on litter and refuse (including dog faeces) issued under Part IV of the Environmental Protection Act, 1990 (" the Code"). The Code is based on the concept of four standards of cleanliness:

Grade A – No litter or refuse

Grade B – Predominantly free of litter and refuse apart from a few minor accumulations

Grade C – Widespread distribution of litter and refuse with minor accumulations

Grade D – Heavily littered with significant accumulations

The condition of the Site (categorised as Zone 2. Area under the Code of Practice) must achieve Grade A standard. If the Site's condition only satisfies Grade B it must be restored by you to Grade A standard within 4 hours. If the condition falls to Grade C it must be restored by you to Grade A within 8 hours, and if Grade D within 12 hours. The decision of the Divisional Director of Environmental Services , or such Officer as they may nominate, as to whether the necessary Grade A standard has been achieved will be final and binding on the Hirer. If it is decided that Grade A has not been achieved then the contract may be terminated forthwith and the Divisional Director of Environmental Services may arrange for the necessary cleaning work to be undertaken and charge any resulting costs to the Hirer

9.6 The Hirer shall be responsible for the disposal of recyclable materials;

10. Health and Safety

10.1 The Hirer shall comply immediately with all requirements of the Council as local authority or of the Chief Fire Officer or the Chief Constable

10.2 The Hirer shall obtain all necessary licences, consents or authorities required by any applicable health and safety legislation for any activity carried out on the Site and comply with all such regulations and the Hirer shall ensure that adequate measures are employed on the Site to ensure the Health, Safety and Welfare of persons at work and any visitors to the Site.

10.3 The Hirer shall be responsible for all security and labour relating to the Event and for the conduct of all staff, agents, colleagues, contractors, sub-contractors and guests throughout the period of hire and acknowledge that the Council is merely permitting the use of the Site without the use of its manpower, equipment or resources.

10.4 Any electrical appliance or lighting brought onto the Site for use during the Period of Hire period must have a visible current Portable Appliance Test (PAT) certificate. Any electrical equipment used must be suitable for safe connection with an outdoor socket.

10.5 No alterations to the electrical distribution or other infrastructure in the Structure will be permitted.

10.6 The Authorised Officer shall be permitted to immediately terminate the Hire if he determines that the safety of the Site or people within it are at risk due to the Hirer failing to comply with any of the terms above relating to Health and Safety. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence.

10.7 Before the Period of Hire, the Hirer must provide in writing contact details of any contractors and any relevant risk assessments, method statements and/or safe systems of work as required by the Authorised Officer for any activities or procedures to be undertaken by the Hirer or his contractors to enable the Event.

10.8 All access onto the Site must be via the agreed route. The Site will be made accessible to the Council to enable any maintenance works to take place if necessary. A car park for the visiting public should be signed with the appropriate signage; this shall not cause any obstruction nor infringe any laws pertaining to highways and /or street furniture.

10.9 The Hirer shall be responsible for the safety of all Apparatus placed on the Site by or on behalf of the Hirer and all such Apparatus shall be made available at all times for safety inspections by the Council. The Hirer must install marquees only within the defined area on the Site Plan at the agreed location; if services are identified on the Site Plan there will be corresponding markers on the ground at the Site. When erecting a marquee pins/pegs must not enter the ground between the markers in order to avoid underground cables/services. Adequate checks for underground services/cables must be made prior to driving stakes into the ground: the use of a CAT scanner is recommended.

10.10 Major Events, as defined in paragraph 6.1 of the Events Policy, must be referred to Safety Advisory Group for Events (SAGE). See Appendix 1 SAGE Terms of Reference. A dialogue with SAGE should be initiated no later than six months before the Event to allow the organiser time to address any concerns raised. Consultation with SAGE and compliance with its recommendations are conditions of the land use Agreement.

11. Compliance

11.1 The Hirer must ensure that the Hire does not contravene UK or EU legislation.

11.2 The Hirer must ensure that the Hire complies with all statutory requirements in respect of Environmental Health and Health and Safety legislation.

11.3 The Hirer shall observe and comply with the terms, conditions, restrictions and requirements of any relevant Act of Parliament, statutory instrument, licence or regulations under which the Site may be used.

11.4 The Hirer shall not allow any activity that may cause any such statute, regulation or licence to be infringed, suspended, forfeited or jeopardise future renewal or transfer.

11.5 The Hirer shall comply with the Council's Equalities Policy, and ensure nothing is done at or in respect of the Site or Structure during the Period of Hire which would give serious offence to other people/ organisations by

discriminating, denigrating or caricaturing them on the grounds of gender, race, disability, religion, sexual orientation or other such ground

12. Licensing

12.1 The Hirer shall ensure that the Licensing Team is consulted regarding the activities planned for their Event. The Hirer shall be responsible for payment of all fees arising out of the licensable activity and shall make all arrangements for activities which may occur at their Event.

12.2 The Hirer shall make available evidence of any licence required on request of the Authorised Officer.

13 Nuisance

13.1 The Hirer shall not cause or permit any nuisance on or from the Site.

13.2 Without prejudice to the generality of Clause 11.1, the Hirer shall observe the laws and legal requirements pertaining to noise nuisance. Any infringement of these legal duties may result in the Event being closed down by the Council and complaints investigated. If the Event is closed down, the Hirer shall not be entitled to any refund of the Hire Fee or the Deposit Bond. For further guidance please see our [Noise Policy for Outdoor Events](#)

The Hirer shall keep a log of any complaints made during the period of hire and produce the log for inspection by any officer of the Council or any police officer.

14 Personal Data

14.1 The Council will only use the personal information provided to it by the Hirer to provide the Services, or to inform the Hirer about similar services which the Council provides, unless the Hirer informs the Council in writing that the Hirer does not want to receive this information.

14.2 The Hirer acknowledges and agrees that the Council may pass the Hirer's details to credit reference agencies.

15. Variation

15.1 The parties may agree between themselves, in writing, to vary the terms of the Contract in whole or in part throughout the duration of the Agreement.

16. Third Party Rights

16.1 The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract (including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999).

17. Governing Law and Jurisdiction

17.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

The Hirer shall sign and complete the information below to agree to comply with these Conditions of Hire.

Print Name

Signed

Address

..... **Post Code**

Contact Number _____

Date