

SUBJECT TO THE APPROVAL OF YOUR REQUEST, THE FOLLOWING CONDITIONS MUST BE ADHERED TO WHEN HIRING LAND FROM SWALE BOROUGH COUNCIL.

Applications

All applications for hire of Council land must be made by completing the Event Notification Form, Event Management Plan and Risk Assessment and by signing the Memorandum of Agreement on the official templates. The person making the application will be deemed to be the responsible Hirer save that, where an organisation is named, that organisation also shall be considered the Hirer and shall be jointly and severally liable with the person who signs the documents. The application only becomes a booking when it is formally confirmed by Permission to Occupy given by the Officer in writing and the Council reserves the right to refuse any booking at its discretion.

Conditions of Hire

The Conditions of Hire outlined below should be read prior to completion and submission of this Memorandum of Agreement and a copy retained by the Hirer. A signed Memorandum of Agreement signifies that the Hirer has read and understood the Conditions of Hire. The parks and open spaces available to hire are owned/managed by Swale Borough Council and parks and open spaces which are the subject of a particular hiring are referred to throughout these conditions as the Venue. Where these conditions refer to the Officer, this refers to the representative of the Council, who is appointed to act on behalf of the Council.

I HEREBY AGREE:

1 - STATUTORY REQUIREMENTS AND INSURANCE:

Not to do anything that will or might constitute a breach of any statutory requirement affecting the Venue or that will or might wholly or partly invalidate any insurance effected in respect of the Venue from time to time.

2 - COUNCIL'S RIGHTS:

Not in any way to impede the Council, or its officers, servants or agents in the exercise of their rights or the Council's possession and control of the Venue and every part of the Venue.

3 - RULES AND REGULATIONS:

To observe any rules and regulations the Council makes and notifies to the Hirer from time to time governing the Hirer's use of the Venue.

4 - CONDITION OF PROPERTY:

To undertake responsibility for reinstatement and cleaning of the Venue if required following the Event and removal of the Hirer's furniture equipment goods and personal belongings following the Event.

5 – LEGISLATION:

To comply with the Health and Safety at Work Etc Act 1974, the Environmental Protection Act 1990, the Food Safety Act 1990 and all other relevant statutory provisions.

6 - HIRE PERIOD:

That unless otherwise agreed and stated in the Permission to Occupy issued by the Officer, the Event must cease at the agreed times and all clearing up operations must be completed by the end of the

Hire Period. The property of the Hirer and the Hirer's agents must be removed at the end of the Hire Period and the Council accepts no responsibility for any property left on, at or within the Venue before, during or after the Hire Period.

7 – CHARGES:

That payment of the Hire Charge and any Deposit must be made in full [28] days prior to the commencement of the Hire Period. If payment is not received the Council reserves the right to cancel the booking with immediate effect and no Permission to Occupy will be issued by the Council.

That 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. Additional equipment which is required will be by negotiation between the Officer and the Hirer and may be liable to charge and deposit.

8 – DEPOSIT:

That the Deposit must be paid to the Council no later than [28] days prior to the commencement of the Hire Period and shall be held on trust by the Council throughout the duration of the Event.

That following the conclusion of the Event the Deposit (less any deductions made in accordance with paragraph b below) shall be repaid/returned to the Hirer within [28] days. If the Deposit cannot be returned within this timescale the Council shall write to the Hirer setting out the reason for this delay.

That in the event of any damage or loss whatsoever being caused or incurred to:

- a. the Venue, which shall include malicious damage, unintentional loss (e.g. the loss of keys) and other such similar incidents;
- b. the land and or any adjoining land owned by the Council, as a direct result of the Hirer's occupation and or use of the Venue, land and or adjoining land then;

the Council shall at its sole discretion and in all cases acting reasonably be entitled to use the Deposit to offset the cost of repairing, reinstating and or undertaking any works required to return these areas to the same or similar condition that they were in prior to the commencement of the Event and subsequently recover from the Hirer all additional sums required in excess of the Deposit and this additional cost shall be a debt due from the Hirer to the Council.

9 – CANCELLATIONS:

(a) By the Hirer: In the case of a cancellation of a booking, the Hirer shall inform the Council at the earliest opportunity to enable the Venue to be hired by another party. Cancellation must be made in writing to the Officer.

(b) By the Council: The Council reserves the right at any time to close or prohibit the use of the Venue at its discretion. The Council will not be liable for any loss or expenditure incurred by or on behalf of the Hirer or by or on behalf of any other person arising from the exercise of this discretion or from the cancellation of any booking by the Council. The Council will refund such fees paid as it considers reasonable in the circumstances.

That the Council has the right to cancel the hiring and to recover from the Hirer the amount of any loss resulting from such cancellation if the Hirer shall have offered or given or agreed to give to any person any gift or consideration of any kind or committed any offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.

10 – ASSIGNMENT:

That the right to use the facilities or equipment hired is not transferable and the accommodation or facilities hired shall not be used for any purpose other than that specified on the application form. The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred unless prior written consent has been obtained from the Council.

11 - REFUSAL OF BOOKING:

The Council reserves the right to:

- a. Refuse any application for the hiring of a Venue without being required to give any reason for such refusal.
- b. Cancel any booked event due to poor weather or unsuitable ground conditions.
- c. Withdraw permission to use the Venue at any time up to and including the day of the Event.

Failure to submit the required event documentation and payment [28] days before the commencement of the Hire Period may result in the Council refusing to hire the land and issuing Permission to Occupy. For events with payment already outstanding, the Council refuses to take further bookings.

12 – INDEMNITY:

To indemnify the Council against all losses, claims, proceedings, demands, costs, charges, expenses and damages whatsoever or howsoever arising out of or in connection with the use of the Venue under the provisions of this hiring agreement, unless due to any act or neglect of the Council.

The use of the Venue or any part thereof is entirely at the risk of the Hirer who shall be liable for any claim in respect of:

- 1) Personal injury or death arising out of the booking except to the extent that the same is due to any act or neglect of the Council or any person for whom the Council is responsible;

Loss of or damage to property whether real or personal and whether belonging to the Council or otherwise.

13 – INSURANCE:

To effect and maintain appropriate and adequate insurance against any and all of the aforementioned risks to the satisfaction of the Council with an insurer approved by the Council, including public liability insurance for the minimum sum of £5 million throughout the Event and provide evidence of the same upon request by the Council. A public liability indemnity of £5 million will be required before the hiring can be confirmed.

14 - LOSS AND DAMAGE:

To undertake acceptance of any liabilities for loss or damage of any equipment or materials made available by the Council.

Nothing shall be driven into or fixed or fastened to any part of the Venue or its furniture or fittings or equipment unless agreed by the Council in advance and the Hirer shall take every precaution to avoid damage to the same. The Hirer shall pay the Council on demand the cost of repairing or making good any damage to the Venue or any part thereof (fair wear and tear excepted) arising out of or incidental to the hiring or for the loss of any equipment included in the hiring. Any heavy equipment to be used within the Venue must be identified on the application. No other heavy equipment may be used. No Heavy vehicles or plant shall be brought onto the grass and any light vehicles that may be used will remain static during the event.

The Hirer shall ensure that any vehicle, generator or ride specially permitted on an area must have satisfactory measures in place to contain discharge of fuel or grease. Drip trays will be provided

under any vehicle or vehicles and plant brought onto the grass and no diesel oil or other fuels will be spilled on the grass or other surface. Any spillage occurring in spite of this condition will be cleared up or removed immediately and I will ensure that all damage is made good.

The display and all spectators will be kept clear of any ground which might be under repair or from which the Council may need to exclude people by reason of adverse ground conditions or for any other reason.

All stalls, vehicles, attractions, events and visitors must keep away from any newly seeded areas and other areas which the Council may need to exclude from use owing to ground conditions or for any other reason.

15 - LICENCES, PERMITS AND OTHER PERMISSONS:

To undertake responsibility for obtaining any additional permissions, consents or licences required for the Event and to submit copies, if requested, to the Council, and where necessary this shall include appropriate insurance (including £5 million public liability) for other users of the said Venue which are not covered under the Hirer's insurance.

16 - PERFORMING RIGHTS SOCIETY:

To undertake to advise the Performing Rights Society of any musical performance at the Event including live and recorded music.

17 - BROADCASTING & TELEVISION:

The Hirer may not carry out, allow or permit to be carried out any professional photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the Hire Period without the prior written consent of the Councils Officer.

18 – ADMISSION:

The Council reserves the right at its absolute discretion to refuse admission to or evict any person from Council land that does not have permission to be there.

19 - CONSENT FOR EQUIPMENT:

Not to bring any furniture equipment goods or personal possessions onto the Venue without the consent of the Council except as is necessary for the exercise of the rights to carry out the Event which is the subject of the land hire application.

20 - HEALTH AND SAFETY:

To undertake all necessary risk assessments 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 accessing, vacating, preparing and clearing the Venue for the Event.

The Hirer agrees to risk assess and record revised arrangements including any revisions made during the Event and or the Hire Period.

Where appropriate, the Hirer shall provide at the Hirer's expense First Aid services at the Venue for the duration of the Event and demonstrate to the Council that an adequate plan is in place to deal with emergencies which may occur.

I understand that all electrical equipment used must comply with the IET Wiring Regulations BS 7671 or any amendments thereto.

21 - MAXIMUM NUMBERS TO BE ADMITTED:

The maximum number of persons to be admitted to the Venue or the part thereof being hired during the Hire Period is not to exceed the recommendations of the Council's Safety Advisory Group or the emergency services. The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

22 - COMMERCIAL TRADERS:

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

23 – NUISANCE:

Not to use the Venue in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Venue or any adjoining or neighbouring property or to the owners occupiers or users of any adjoining or neighbouring property and not to do or permit to be done on the Venue anything which is illegal or immoral.

24 - MECHANICAL RIDES:

In circumstances where the Council has agreed that the Venue shall be used for a small scale fun fair then the Hirer shall:

- a. Supply full details of all side shows and rides prior to the commencement of the Hire Period and shall comply with and ensure that the operators of the rides comply with guidance published by the Health and Safety Executive, and all other statutory bodies.

Ensure that each ride has a valid Independent Safety Certificate, details of which shall be produced to the Officer for inspection prior to the ride or equipment being operated.

25 – ALCOHOL:

No intoxicating liquor shall be taken into the Venue by the Hirer or anyone on behalf of the Hirer or by any other person attending the Event unless previously agreed by the Council.

26 - FOOD SAFETY:

The Hirer will submit full details of all food traders taking part in the Event to the Officer prior to the Event taking place and failure to do so may result in a food trader not being permitted on Council land.

27 - SANITARY FACILITIES:

The Council reserves the right to require the Hirer to provide at the Hirer's own expense temporary sanitary facilities as deemed reasonable by the Officer.

28 – LIGHTING:

That where the Venue is to be used during the hours of darkness then the Hirer will provide appropriate lighting to cover all areas to which the public are admitted or have access provided that all flood lighting temporarily erected at the Venue shall be angled in such a manner so as not to shine into any window of neighbouring properties thereby causing any nuisance or annoyance to the occupiers therein.

29 - COLLECTIONS AND LOTTERIES:

No collections (whether for charity or otherwise), games of chance, sweepstakes, sale of programmes, raffles or lotteries or gambling of any kind can be conducted at the Venue without the prior written consent of the Council. The Hirer must ensure that the Hirer has appropriate permission and licences in this regard.

30 - ANIMALS INCLUDING LIVESTOCK:

No animals will be admitted onto Council land (except guide dogs), unless specifically approved by the Officer in writing. The Hirer shall not permit or suffer any live fish, animal or bird to be offered or given as a prize in any raffle or competition, whether of skill or otherwise. No animals will be permitted as part of any circus on the grounds of the practical implications involved.

31 – ADVERTISEMENTS:

To ensure that all event publicity signs/posters will be displayed in accordance with the Town and Country Planning Act 1990 and the Town and Country Planning (Control of Advertisements) Regulations 2007. No flags, emblems, decorations, posters or advertisements shall be displayed inside or outside the Venue without the previous written consent of the Council. Flyposting is an offence incurring liability to a fine. Any Hirer wishing to display posters must first consult the Borough Planning Officer to find out whether consent is required.

32 - WASTE AND RECYCLING:

The Hirer is responsible for the removal of all litter, waste and recyclable materials arising out of the Event from the Venue and any surrounding site or area. All waste generated by the Event must be disposed of in a compliant manner.

The Hirer shall ensure that all liquid waste generated by the event are disposed of in a compliant manner with the approval of Southern Water.

33 - WAIVER OF SHOWMAN'S GUILD ESTABLISHED RIGHTS:

To waive any established rights under the rules of the Showman's Guild which the Hirer has or which the Hirer may accrue as a result of the hire of the Venue and/or any other past or future event held within the borough of Swale.

34 - CAR PARKING:

Not to permit or allow cars or other vehicles to be driven over or parked on the Venue other than those previously agreed with the Council.

35 – KEYS:

To return all keys (if any) to the Council on the next working day following the Event.

36 – SERVICES:

The Hirer shall not connect to any electricity, water or gas supply on Council property without the written consent of the Council.

37 - SITE VISITS:

The Council reserves the right to allow Officers of the Council, authorised staff, police and fire brigade officers free ingress and egress to all parts of the Venue, before, during and after the Hiring

Period, to conduct site visits. Instructions must be given by the Hirer for their admission. The Hirer, his servants and agents shall during the hiring and during such other times as they or any of them shall be in the Venue comply with all reasonable requirements of the Officer.

38 – RESPONSIBILITIES:

No hiring may start until the Hirer or a responsible person within the organisation is in attendance. The Hirer is responsible for:

- a. The administration, organisation, control, management and running of the Event
- b. Keeping the venue clean and tidy and ensuring that the Venue is regularly litter picked during the Event
- c. Leaving all premises, including outside facilities, in a clean and tidy condition
- d. Having appropriate and sufficient stewards and officials to fulfil these conditions

Supervision and control of event participants, officials, visitors and spectators

39 - EVENT SUITABILITY:

In all cases the Event must be suitable for family audiences and/or participants.

In all cases, organisers of the Event must ensure that it will not cause discrimination (either directly or indirectly) or disadvantage and that equality issues have been taken into consideration in the preparation of the Event. Please see Swale Borough Council's Equalities Scheme <http://www.swale.gov.uk/equalities>

40 - EVENT DOCUMENTATION:

I/we enclose or will submit the following documents:

- An Event Notification Form
- A full event management plan for the Event
- A proposed site plan for the Event
- A full Risk Assessment for the Event
- A copy of valid public liability insurance (£5 million)

41 – PAYMENT:

I/We confirm that payment of the Hire Charge (and the Deposit) will be submitted at least [28] days in advance of the commencement of the Hire Period.

42 - COSTS INCURRED:

I/We accept that any costs incurred before final permission is granted are incurred at our own risk.

43 – OBLIGATIONS:

The Hirer will abide by the Conditions set out above wherever relevant and will be responsible to the Officer for the behaviour and control of any users or spectators. Specific Conditions in addition to those above may be introduced depending upon the type of event proposed to be held.

Any damage to the Venue belonging to the Council used during or in connection with the hiring, including building, fixtures and fittings, equipment and the ground, occurring during the Hire Period

as specified in the Event Notification Form (or any extension thereof) will be attributed to the Hirer howsoever such damage may be caused or arise, fair wear and tear excepted.

44 – DECLARATION:

I/We confirm that all the information given is correct and that we have read and understood all information given by the Council including these Conditions of Hire with regard to the Event.

45 – VARIATIONS:

The Council reserves the right to vary the content of these conditions at any time.

46 – INTERPRETATION:

All references in these Conditions to 'writing' shall include communications by email.