**PARK EVENTS TERMS AND CONDITIONS OF HIRE**

**London Borough of Islington**

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1. Definitions

1. “Venue” means the Venue named in the application for Venue hire
2. “Council” means Islington Council
3. “Applicant” means the applicant named on the Event Application and includes any persons acting on the Applicant’s behalf during the hiring of the Venue
4. “Application fee” means the administration fee payable by the Applicant on submission of the Event Application
5. “Conditions for Electrical Installations” means the conditions stipulated by the Council from time to time for electrical installations
6. “Deposit” means the Deposit as set out in the Events Site Fees and Charges Schedule to be paid by the Applicant in accordance with the terms of this agreement
7. “Event” means the event to be held at the Venue including setting up of equipment and structures, taking down of equipment and structures and making good by the Applicant of any damage caused to the Venue
8. “EventApp” means the EventApp website on which the Applicant submitted their application for the hire of the Venue
9. “Event Application” means the application submitted by the Applicant on the EventApp website for the hire of the Venue
10. “Event Plan” means the event plan submitted by the applicant with their Event Application
11. “Event Site Fees” means the appropriate rate of hire of the Venue as set out in Clause 3 below
12. “Fire Safety Procedures” means the Council’s fire safety procedures
13. “Hire Agreement” means an agreement between the Council and Applicant for the hire of the Venue by the Applicant and shall include these Terms and Conditions
14. “ HSE” means the Health and Safety Executive or any other body taking over its functions
15. “HSE Event Safety Guidelines” means the HSE Event Safety Guidelines published by the HSE from time to time
16. “Overstay Fee” means [an agreed additional minimum fee per hour or] an hourly rate based on a percentage of the Event Site Fees as the Council may determine from time to time
17. “Supporting Documentation” means supporting documents required in the EventApp website and any additional documentation required by the Council
18. “Terms and Conditions” means the Terms and Conditions of hire set out below
19. “Venue Risk Assessment” means the Venue risk assessment submitted by the Applicant
20. Words importing one gender include all genders and words importing the singular include the plural and vice versa
21. Reference to any statute shall include reference to the same as from time to time amended and to any re-enactment modification or replacement thereof and any Statutory Instrument made thereunder
22. Any reference to the Council’s consent or notice means the Council’s prior written consent or written notice
23. Reference to “hiring” shall include the use of the Venue for the purpose of hire set out in the Event Application

2. APPLICATION

a) No booking is to be treated as finalised and no hire agreement shall come into force until ALL the following requirements have been satisfied:

1. the Applicant has satisfied all outstanding conditions to their application submitted on Event App;
2. all outstanding Supporting Documentation or additional documentation has been supplied by the Applicant and confirmed as satisfactory by the Council;
3. the Council has received payment of all Event Site Fees; any agreed Deposit payable in respect of the proposed hire or the agreement that damage to the Venue or assets or any overstay fee will be covered by the Applicant’s insurance policy;
4. the Council has approved an acceptable application on the EventApp website by or on behalf of the proposed Applicant and an undertaking by the Applicant to comply with these Terms and Conditions; and
5. the Council has issued final written confirmation in respect of the proposed hire.

b) The Council accepts no responsibility for the non-receipt by the Council of any applications resulting from a failure of the EventApp website, email or delivery of any correspondence.

c) The Application fee shall be paid on submission of the Event Application and only refundable at the Council’s discretion as set out in Clause 6(d) below.

3. COUNCIL DEPARTMENTS AND COMMUNITY GROUP HIRES

Council departments and community groups receive a discount on Event Site Fees, as referred to in clause 2. Proof of belonging to one of these organisations will be required in order to be eligible for the discount. In particular, the Council department will need to submit the application from a council email address; and community organisations will need to produce constitution documents if requested that show their organisation’s work is aimed at benefitting the local community.

4. EVENT SITE FEES

a) A quotation setting out the Event Site Fees (including any Deposit) will be provided to the Applicant following receipt of its Event Application.

b) Event Site Fees shall be calculated in accordance with the Event Site Fees and Charges Schedule, a copy of which is attached to these Terms and Conditions. The Council reserves the right to alter the Fees and Charges Schedule at any time. All Event Site Fees shall be payable in cleared funds no less than **twenty one (21) days** prior to the Applicant’s intended use of the Venue in one of the following ways :

i) cheque – the effective date of payment will be the date when funds are cleared into the Council’s bank account, cheques must be received **at least 28 days** prior to the Event

ii) bankers bond from a UK clearing bank – this will have to be provided **at least 28 days** in advance for the required sum

iii) BACS payment from a UK clearing bank – the Applicant will need to submit their bank details **at least 42 days** prior to the Event for their details to be set-up on the Council’s banking system before any payment can be received

iv) credit / debit card on [ the EventApp website ]or [as directed by the Council]

c) The Applicant shall pay any Value Added Tax (VAT) that may be chargeable on any payments.

5. DEPOSIT

a) The Council shall be entitled to deduct from the agreed Deposit any sum for which the Applicant becomes liable pursuant to these Terms and Conditions. Examples of situations where deductions are likely to be made from a Deposit include where the Venue or any fittings or furniture have been damaged by the Applicant or his/her guests or where the Venue requires cleaning as a result of the Applicant’s use of it.

b) Any Deposit will be returned on request to the Applicant by BACS transfer within twenty-eight (28) days of the Applicant’s last booked use of the Venue (or longer if the Council requires additional time to assess and repair any damage caused or calculate the overstay fee), less any deductions which the Council may be entitled to make pursuant to these Terms and Conditions.

c) Where the cost of any additional Event Site Fees or making good any damage pursuant to these Terms and Conditions exceed the amount of any Deposit held, the balance shall be payable by the Applicant within 28 days of an invoice by the Council for same.

d) If the Applicant has insurance which covers damage to a site (e.g. accidental damage) then no Deposit will be taken but any damage or overstay fee will need to be covered by the Applicant.

e) If insurance does not cover the damage and no Deposit was taken but damage has been caused, then the Applicant will be invoiced for repair (including labour and other potential charges). If an overstay fee has been incurred then the Applicant will be invoiced.

6. CANCELLATION OF BOOKINGS

a) Where the Applicant wishes to cancel a booking for the hire of any Venue, the Applicant must notify the Council in writing at least fourteen (14) days prior to the date of the event/function. The effective date of any cancellation will be the date of receipt of the Application’s notification by the Council’s Park Events Team.

b) Where the Applicant gives fourteen (14) or more days prior notice of its wish to cancel a booking, the Event Site Fees and any Deposit paid in respect of the cancelled booking will be refunded less the Application fee and any deductions which the Council may be entitled to make pursuant to these Terms and Conditions.

c) Notwithstanding Clause 5(d) below, where the Applicant gives less than (14) days prior notice of its wish to cancel a booking (or if the Applicant is a “no show”), the full Event Site Fees will not be refunded. Any Deposit paid in respect of the cancelled booking will be refunded less any deductions which the Council may be entitled to make pursuant to these Terms and Conditions.

d) If the event is cancelled due to inclement weather, the Council may at its sole discretion for private events or wedding bookings refund 50% of the Event Site Fees less the Application fee as well as any other deductions due and payable pursuant to these Terms and Conditions.

e) In the unlikely event that the Council wishes to cancel a booking, the cancellation will be dealt with under clause 7 (Refusal to Grant Hire & Cancellation).

f) The Council accepts no responsibility for the non-receipt by the Council of any notifications resulting from a failure of the EventApp website, email or non-delivery of correspondence.

7. REFUSAL TO GRANT HIRE & CANCELLATION

a) The Council reserves the right to cancel the hire at any time if the whole or any part of the Event Site Fees or agreed Deposit has not been paid.

b) Notwithstanding that the Applicant’s application for hire may have been approved and confirmed and Event Site Fees and a Deposit paid by the Applicant, the Council shall be entitled to cancel any such hire arrangement:

i. with immediate effect if the Applicant commits a material breach of these Terms and Conditions;

ii. with immediate effect in any situation where cancellation is provided for elsewhere in these Terms and Conditions;

iii. with immediate effect if the Applicant fails to rectify any material breach of these Terms and Conditions within a reasonable period specified by the Council or its representative; or

iv. with immediate effect if, for convenience and/or without cause, the Council requires it, provided that in any case where the Council cancels a hire arrangement under this sub-clause (b)(iv) it shall provide reasons for doing so and in any event it shall not do so vexatiously.

c) The Council reserves the right to refuse any application for hire where the Applicant is unable to demonstrate they are over the age of 18.

d) Where a hire arrangement is cancelled by the Council the Applicant accepts that Clause 5(e) will apply and the Council will reimburse by BACS transfer the Event Site Fees and any Deposit paid by the Applicant (less any deductions which the Council may be entitled to make pursuant to these Terms and Conditions).

8. USE OF VENUE

1. The Applicant and its guests will only use the Venue for the purposes set out in the Event Application and in accordance with these Terms and Conditions and shall not use the Venue in a manner or for any purpose that is inconsistent with the manner and purpose stated in the approved Event Application. The Applicant 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.
2. The Council gives no warranty the Venue is suitable for the purpose of hire.
3. Hire of the Venue shall not commence earlier than the start date and time stated in the approved Event Application nor finish later than the end date and time stated on the approved Event Application. Evening events/functions must finish (and the Venue must be vacated) by the time approved by the Council for the Event Arrangements for closing and cleaning the Venue after use should be discussed with the Council . All clearing up operations must be completed by the date and time agreed with the Council and the Council will be entitled to charge additional Event Site Fees should clearing up not be completed before the End Date.
4. If the Venue is not vacated by the finishing time stated on the approved Event Application the Applicant shall pay the Council Overstay Fees for any part of the Venue which remains in use or occupation by the Applicant beyond the said finishing time. The payment of such sums by the Applicant in such circumstances shall not entitle the Applicant to remain in use or occupation of the Venue nor shall it prevent or limit the Council’s right if necessary to have the Applicant and any attendees immediately removed from the Venue by the police, security staff or other appropriate authorities.

9. PERMISSION TO OCCUPY

1. The Applicant shall only be entitled to use the particular part or parts of the Venue stated in the approved Event Application. The Council reserves the right to let or use any other portions of the Venue for any other purpose at the same time.
2. The right conferred on the Applicant shall be a permission to occupy and shall not be construed as a tenancy nor create a relationship of landlord and tenant. Nothing contained in these Terms and Conditions shall confer on the Applicant the right to exclusive possession of the Venue and the Council may at its discretion allow other individuals and groups to have casual use of the Venue.
3. Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire.
4. The Council reserves the right to refuse admission to or evict any person from the Venue.
5. The Council reserves the right to fix a maximum limit for the number of persons attending the Event irrespective of that shown in the Event Site Fees.
6. The Applicant shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue unless a prior closure has be agreed and advertised.
7. The Applicant shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
8. This booking shall be personal to the Applicant and the Applicant shall not share occupation, assign, underlet or part with the possession of the Venue or any part thereof with any other person or organisation.

10. ACTS AND REGULATIONS

The Applicant shall comply with all relevant laws, regulations and applicable byelaws, together with all relevant national safeguarding guidelines and codes of practice whether mentioned or not in the Terms and Conditions.

11. PERMITS AND LICENCES

a) The Applicant shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event takes place and shall produce to the Council 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.

b) When promoting the Event, the Applicant will be responsible for exhibiting all necessary permits during the Event.

c) Nothing shall be done by the Applicant that shall or may contravene the terms and conditions of any licence (e.g. Licensing Act 2003), permit and/or licences or consent issued in respect of the Venue.

12. HEALTH & SAFETY

a) The Applicant has a legal duty to comply with the Health & Safety at Work Act 1974 and all associated EU directives.

b) The Applicant agrees to supply an ‘Event Safety Management Plan’ for the Council’s approval, which includes evidence of having undertaken 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. HSE.

c) The Applicant shall follow current guidance to achieve best practice including, but not limited to:

i) The Event Safety Guide HSG195: HSE Books

ii) Managing Crowds Safely C80: HSE Books

iii) Event Stewarding and Crowd Safety Services: BS1

iv) Guide to Industry Best Practice for Organising Outdoor Events: BS1

v) Fairgrounds and Amusement Parks – Guidance on Safe Practice HSG 175

d) The Applicant may be required to have a central control point from which to direct Event operations. An event control point staffed throughout the event shall be provided in a strategic location, equipped with; a telephone for calling the emergency services, radio communications with the stewards, first aiders and public address systems operators. Communications equipment shall be tested and fully operational before the event.

e) All amusement devices permitted by the Council shall be operated correctly and inspected, tested and maintained in accordance with the HSE document. Examination Reports shall comply with the Amusement Devices Inspection Procedures Scheme (ADIPS or equivalent) and be readily available for inspection by the Council’s officers.

f) Inflatable devices shall comply with all requirements in the HSE website on safe use and operation of play inflatables, including bouncy castles.

g) All activities shall be supervised by competent persons at all times.

h) Adequate access for emergency services vehicles shall be provided and maintained both to and within the premises. Such access shall only accommodate items that can be easily removed in the event of an emergency.

i) The Applicant will not park any vehicles at the Venue or grounds of the premises where the Venue is situated other than where available, by prior consent (and absolute discretion) of the Council, at authorised places designated by the Council. The Applicant shall ensure that no vehicles are parked or driven across any public footpath located within the Venue.

j) It is the responsibility of the Applicant to liaise with the police authorities, fire brigade, highways authority and ambulance services, regarding any impact the Event may have on traffic arrangements and health and safety at the event or in the vicinity of the Venue. The Applicant agrees to comply with any requirements of these agencies regarding traffic management, safety, welfare and health. The Applicant will be expected to attend a ‘Safety Advisory Group’ meeting if so required by these authorities and the Council.

k) Where the Venue is to be used in the dark the Applicant will provide appropriate lighting where the Council requires to cover all areas to which the public are admitted or have access.

l) The Applicant shall not bring onto the Venue any article of an inflammable or explosive character or that produces an offensive smell, CFC, oil, electrical, gas or other apparatus without the written approval of the Council.

13. VENUE CAPACITY

a) The number of people attending the Venue must not exceed the expected number of attendees stated in the approved Event Application.

b) If the number of people attending the Event exceeds 500 persons, the Licensee shall provide first aid facilities commensurate with the levels recommended in ‘The Event Safety Guide: A Guide to Health, Safety and Welfare at Music and Similar Events’ or ‘The National Outdoor Events Association Code of Practice’ as appropriate having first consulted with the London Ambulance Service Chief Ambulance Officer.

14. CHILD PROTECTION & SAFEGUARDING

a) The Applicant acknowledges there may be activities run for children, young persons or vulnerable persons during the hiring (whether at the Venue or the hiring) and will comply with all requirements the Council may have to comply with safeguarding of these children, young adults or vulnerable persons.

b) Where the audience is largely under 16 years of age, the number of adult stewards on duty shall be not less than two for up to 50 persons present (or more if the Council reasonably requires) and thereafter one additional steward for every 50 persons or part thereof. Stewards shall be located at key points to exercise effective control.

c) It is the Applicant’s responsibility to ensure any adult working with children or vulnerable adults and stewards have a current and satisfactory DBS certificate in place. The Applicant must produce evidence of this to the Council on request and the Applicant undertakes there will always be a person with a valid DBS certificate in charge when working with children, young adult or vulnerable person. The Applicant will not leave any child, young person or vulnerable person in the company of anyone other than their respective parent or guardian.

d) Children involved in performances shall be kept under the supervision of responsible adults including transfer from the performance area to dressing rooms or anywhere else on the premises. It is important that the children can be accounted for at all times in case of an emergency or evacuation.

e) The Applicant will be responsible for complying with all statutory requirements for safeguarding of children including and which for the avoidance of doubt is not limited to the conditions in this agreement including preparing its own safeguarding policy and guidance in accordance with the law including the Safeguarding Vulnerable Groups Act 2006.

f) Where the Applicant suspects a child, young person or vulnerable person at the Venue during the hiring is or may be at risk of suffering, or likely to suffer, significant harm, physical abuse or physical harm the Applicant will immediately inform the Council and use its best endeavours to cooperate fully with the Council in reporting this to the relevant authorities including the police.

15. SUPERVISION & SECURITY

a) The Applicant is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Terms and Conditions. The Applicant will comply with the Security Industry Act 2001.

b) The Applicant shall ensure that appropriate supervision and security arrangements are in place during each period of hire to ensure that all attendees conduct themselves in a safe and responsible manner. In determining what level of supervision is appropriate, the Applicant must have particular regard to the nature of the activities that are planned, the expected number of attendees and the age and capacity of the persons involved. Where reasonably required by the Council the Application shall increase the number of stewards for any specific activity at the Event.

c) Before using the Venue, the Applicant shall, if requested by the Council, disclose what supervision and security arrangements have been put in place. If the Applicant is unable to demonstrate that appropriate arrangements have been made, the use or hire of the Venue may be refused and any booking by the Applicant may be cancelled at any time.

d) The Applicant must prevent intrusion by uninvited attendees (including gate crashers) to the event/function. If attendees get out of control, the Applicant must immediately shut down the event/function and secure the Venue as well as inform the Council.

e) The Applicant (or their responsible representative, whose name must be given to the Council administration team) must be present in the Venue at all times during each period of hire and inform the Council immediately of any incidents.

f) The Applicant is responsible for ensuring that all of their guests and attendees conduct themselves in a safe and responsible manner.

g) The Applicant will use its best endeavours to remove unauthorised persons in the Venue and to notify the Council immediately of any unauthorised occupation of the Venue.

h) When using and vacating the Venue, the Applicant must give every consideration to the residents who live nearby and members of the public. Noise must be kept to a minimum and antisocial behaviour is not acceptable. Spitting, obscene or insulting language, and damage to property will not be tolerated.

The Applicant must comply with all relevant legislation and directions from the Police. The Applicant must also comply with all reasonably directions given by the Council or its representatives and in particular the Fire Safety Procedures as well as all statutory and other legal requirements in relation to the health and safety of all users.

16. LIABILITY & INSURANCE

a) The Applicant shall indemnify the Council against all actions, proceedings, claims and demands whatsoever which may arise as a result of the hiring or to any person caused by the act default or negligence of the Applicant or the Applicant’s guest.

b) Where the Applicant is not a community group or voluntary sector organisation, the Applicant will also indemnify the Council against any direct or indirect consequential loss or damage suffered by the Council caused by the act default or negligence of the Applicant, their guests or anyone acting on the Applicant’s behalf.

c) The Applicant must effect and throughout the duration of this Licence keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the Applicant’s use of the Venue and all losses in respect of which an indemnity is given under clause 7(a) in the amount of at least £5,000,000 (if the Applicant is a company or incorporated organisation) in respect of any one claim for bodily injury or disease or damage to property, and must make available to the Council on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

17. EXCLUSION OF LIABILITY

a) The Council will not be liable to the Applicant for any accidents, injuries, damage and/or loss of personal property as a consequence of the hiring.

b) The Council will not be liable to the Applicant for any loss of profits, revenue, business, goodwill, indirect or consequential loss or damage to the Applicant arising from the cancellation of the hire or any loss damage or destruction howsoever caused to the Applicant or its attendees’ belongings, goods and equipment of whatsoever nature used at the Venue including the loss of any data which may be stored in the Applicant’s equipment.

c) The property of the Applicant and the Applicant’s agents must be removed at the end of the period of hire or by a time and date to be agreed with the Council. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.

18. THEFT

Neither the Council nor its servants shall be liable for any injury, loss or damage sustained by the Applicant or any person, firm or corporation entrusting to or supplying any article or thing to the Applicant by reason of any such article or thing being lost, damaged or stolen. The Applicant hereby indemnifies the Council and its servants against any claim by any such person, firm or corporation in respect of such article or thing.

19. UTILITIES

Where the Council permits the use of water and electricity points at the Venue, the Applicant will bear the cost of all water and electricity used for the Event.

20. ANIMALS

1. Where assistance dogs are used the Applicant must ensure the animal is kept on a lead at all times and the dog is an authorised assistance dog. Where required by the Council any other dog must be kept on a lead at all times.
2. With the exception of clause 20(a) above not to permit any other animals to be brought into the Venue or any part of the premises which the Venue forms part of without the prior written approval of the Council (such consent shall be at the Council’s absolute discretion) and the Applicant will satisfy any conditions the Council may reasonably require.
3. The Applicant will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved, without the Council’s prior written consent (such consent shall be at the Council’s absolute discretion) and will satisfy any conditions the Council may reasonably require. No animals (including, goldfish) will be given away as prizes, or sold, at any Event.

21. CLEANLINESS & HYGIENE

1. The Council reserve the right to require the Applicant to provide at their own expense temporary sanitary accommodation at such a level as deemed reasonable by the Council’s Environmental Health Department and in accordance with current HSE’s guidelines.
2. The Applicant must ensure that all users of the Venue have unrestricted access to any available permanent public toilet facilities (if any) located within the Venue. The Applicant will ensure there are at least two water closets with wash hand basins for every 100 people or part thereof.
3. The Applicant must ensure any buildings at the Venue or toilets (if applicable) are kept clean and tidy
4. All waste must be properly bagged and expeditiously removed to secured storage areas as directed by the Council. The Applicant shall further ensure that the Council’s obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are discharged.
5. The Applicant shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the drainage, sewage system or on the Venue.
6. If the Applicant fails to comply with its obligations under this clause, the Council shall be entitled to have the affected areas of the Venue professionally cleaned and/or for removal teams to remove any refuse. The costs incurred in doing so shall be recoverable from the Applicant and deductible from any Deposit taken. If the Deposit was not taken an invoice will be sent to the Application to cover any costs incurred.

22. FLYING OBJECTS, FIREWORKS AND LASER OR SIMILAR DISPLAYS

1. The Applicant will not permit the operation or release of
   1. any flying object
   2. fireworks or pyrotechnics
   3. lasers; or
   4. any displays similar to the above

without the prior written consent of the Council, the Civil Aviation Authority and the local Airports.

1. The release of balloons and sky lanterns is STRICTLY PROHIBITED.

23. DECORATIONS and STAGE FITTINGS

a) No stage property, decorations, electric lighting, naked lights, candles, sparklers of any kind or articles of similar nature shall be brought into the Venue without the prior consent of the Council or its representative. Where such consent is given, all such articles and property together with any catering appliances or fittings shall be promptly removed by the Applicant at the end of the event/function.

b) CONFETTI or the throwing of rice in or around the Venue is not permitted without the prior consent of the Council.

24. SIGNAGE

1. The Applicant 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.
2. The Applicant shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.
3. Suitable notices and signs shall be provided throughout the premises to indicate clearly the location of all available services and facilities such as; event control, first aid, lost children, toilets, drinking water and fire points, etc.

25. DAMAGE TO THE VENUE

a) The Applicant 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.

b) The floors, walls, curtains or any other part of any building at the Venue (if any) or any fittings or furniture shall not be scratched, broken or pierced by nails, tacks or screws, etc., nor apply any adhesive putty, sticky tape, other fixings, treatment, alterations or additions to the walls, floors, ceilings of the Venue or fixtures and fittings in any way.

c) The Applicant shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.

d) The Applicant shall repay to the Council on demand the cost of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council’s valuation of any damage/loss is final.

e) Reporting of Maintenance / Breakdown Issues:

If a building fault occurs during the hire period e.g. water, sewerage or electricity; contact the Council immediately on 07880 182359 or 020 7527 2000 (after hours service). If any repairs or maintenance issues occur during the hire, the Council should be informed.

26. PROHIBITED PRIZES

1. No pornographic material shall be exhibited, offered as a prize or for sale or form the subject matter of any similar transaction.
2. No imitation, replica or toy guns, baseball bats or similar items which could be construed as an offensive weapon shall be offered as a prize or for sale or form the subject matter of any similar transaction.
3. No cigarettes or smoking paraphernalia may be offered as prize or for sale.
4. No animals may be offered as prizes or sold.

27. KEYS

Where the Applicant is to receive keys to the Venue the Applicant must collect and return keys at times pre-arranged with the Venue manager. Keys must be returned promptly following the End Date. If the Applicant loses the keys the Applicant will be charged the cost of rekeying or replacing all relevant locks. Such costs shall be payable by the Applicant by invoice, or may be deducted from the any Deposit. Copies of keys should not be made.

28. ELECTRICAL EQUIPMENT

a) All electrical equipment brought to the Venue by the Applicant or their guests must be in good condition and must have a current Electrical Safety Test Tag.

b) The Applicant will comply with the Conditions for Electrical Installations with regard to all electrical equipment brought to the Venue.

29. FOOD PREPARATION / CATERING

a) The Applicant shall not bring any cooking equipment to the Venue (e.g. BBQs or spits) without the prior written approval of the Council. Where cooking equipment has been approved, it may only be used in the manner approved by the Council.

b) For the avoidance of doubt, the Applicant is responsible for:

1. all cooking equipment brought to the Venue for the event;
2. the safety and condition of such equipment, and the safe use of such equipment including securing the equipment from the public and keeping the site clear of combustible materials;
3. ensuring all cooking and catering equipment will comply with the Conditions for Electrical Installations;
4. adhering to all relevant regulations, guidelines and health requirements pertaining to the preparation, storage and serving of food;
5. ensuring that no damage is caused to the Venue by the use of cooking equipment or consumption of food; and
6. ensuring food and refreshments shall not be sold or served in glass receptacles, cans or in any other hard containers.

c) Notwithstanding clause 29(b)(vi) above, the Council may at its sole discretion permit the serving of food and refreshments in glass receptacles cans or any other hard containers for certain specific events.

d) Should the Applicant wish to utilise the Venue for the preparation of food for sale, the Applicant must first obtain all the approvals, licences and consents required pursuant to the Food Act 2006. For further information Applicants can contact one of the Council’s Environmental Health Officers.

30. SMOKING

Smoking is not permitted in the permanent toilets or anywhere on the Venue where it is prohibited.

31. LIQUOR/ALCOHOL

a) The sale of liquor at the Venue is forbidden without the Council’s express written consent.

b) Where the Council gives permission for the sale of alcohol for the purposes of this hire, the Applicant will not commence this activity unless the Applicant obtains the relevant permit from the appropriate licensing authority. The permit must be produced to the Council at least 7 days prior to the event, which shall (if satisfied that the Applicant is properly authorised to sell liquor at the event from the Venue) make an endorsement on the Applicant’s approved application.

32. GAMBLING

a) No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the Venue.

b) The Applicant will not permit any gaming (including running of tombola) except in accordance with the conditions of the Gambling Act 2005 (as amended) when gaming is carried on at an entertainment promoted during the hiring for raising money to be applied for purposes other than private gain

33. STORAGE

a) The Applicant shall not use the Venue for the storage of equipment or furniture unless such storage has been approved in writing by the Council. Where the storage of goods or equipment has been agreed it shall be entirely at the Applicant’s risk. The Council will not be responsible for safeguarding any such items nor will it be liable for any theft of or damage to such items. It is recommended that the Applicant seeks its own insurance cover for any items that will be stored at the Venue.

b) The Applicant must promptly remove all goods and equipment stored at the Venue following the last booked use of the Venue. If the Applicant fails to promptly remove such items, the Council will be entitled to:

i) provide a written notice to the Applicant requesting the removal of the items within a reasonable time (which shall not exceed 7 days from the date of the notice);

ii) If the Applicant fails to remove the items by the specified date, the Council may dispose of the items as it sees fit; and

iii) the Council may recover from the Applicant any costs it incurs in doing so.

34. PROHIBITED AREAS

Areas of the Venue that are locked or not available for hire are not to be entered or used in any way by the Applicant or his/her guests. The Council or the Venue manager may (acting reasonably) designate additional areas of the Venue as prohibited areas from time to time.

35. LOCKING UP – BUILDINGS AND FACILITIES

Unless otherwise directed by the Council, the Applicant must ensure that all doors and windows to any buildings at the Venue are locked and secure prior to vacating the Venue. The Applicant shall be liable for the cost of rectifying any damage, vandalism or theft which occurs due to any failure by the Applicant to comply with its obligations under this clause.

36. PUBLIC ADDRESS SYSTEMS

a) 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 15(h). The Applicant must obtain any necessary licences.

b) Public address systems shall be provided in suitable locations so that messages can be transmitted to the public in the event of an emergency. Power supplies shall be arranged to ensure continuous operation of the public address systems in the event of failure of the main power supplies.

37. PUBLIC ANNOUNCEMENTS, BROADCASTING AND ADVERTISEMENTS

a) The Applicant may not carry out or allow or permit to be carried out any public announcements, 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.

b) No advertising material may be issued nor tickets sold until such time as a binding agreement to hire has been made on payment of the Event Site Fees and issue of written confirmation of the proposed hire.

c) No poster shall be exhibited inside or outside the Venue and no handbill or other advertisement shall be distributed at or around the Venue without the prior permission of the Council. No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the Council or its representative.

d) 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 Applicant shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

e) All advertising must have entry fees (if any) clearly displayed.

38. PERFORMING RIGHTS

Where the Applicant intends to use the Venue for a dramatic or other performance or concert, the Applicant shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the Applicant agrees to indemnify the Council in accordance with the terms of indemnity against any claim for breach of copyright or any other action.

39. HIRE OF OUTDOOR ADVENTURE / PLAYGROUND SPACE

a) The Applicant acknowledges that the use of outdoor adventure / playground equipment is generally more risky than the use of indoor adventure / playground equipment. Where the Applicant intends to use outdoor adventure / playground equipment at any Venue, the Applicant must take particular care to comply with its obligations under clauses 12 (Health and Safety) and 15 (Supervision and Security).

b) The Venue supervisor will (if requested) introduce the Applicant to the external adventure play area and share the Council’s relevant risk assessment(s) (where these are available) with the Applicant prior to the Applicant’s intended event/function. The Applicant acknowledges and agrees that any such introductions, demonstrations and/or risk assessments are provided to the Applicant for general information only and should not be relied upon or treated as complete or comprehensive assessments of the risks that may be relevant to the Applicant’s intended use of the external adventure play area. Accordingly, the Applicant undertakes to carry out its own risk assessments for each activity that its guests and attendees will engage in using outdoor adventure playground equipment.

40. TEMPORARY STRUCTURES

Temporary structures where solid or inflatable must comply with HSE guidelines and recommendations as well as any requirements of the Council’s Building Control department.

41. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Except for any provision which specifically states that it is intended to benefit one or more third parties the parties to this Hire Agreement agree that for the purposes of the Contracts (Rights of Third Parties) Act 1999 (the 1999 Act) they do not intend any terms of the Hire Agreement to be enforceable by any third party who but for the 1999 Act would not have been entitled to enforce its terms (but this clause does not affect any right or remedy of any person which exists or is otherwise available otherwise than due to the 1999 Act)

42. JURISDICTION

a) Any Hire Agreement concluded and any document completed pursuant to its provisions shall be governed by and interpreted in all respects in accordance with the law of England

b) Each party irrevocably agrees that the High Court of Justice of England and Wales shall have exclusive jurisdiction in relation to any claim or dispute which may arise under a Hire Agreement and any document completed pursuant to it and in relation to the enforcement of any judgment arising from any such claim or dispute and each party irrevocably waives any right that it may have to object to an action being brought in the High Court of Justice of England or to claim that the action has been brought in an inconvenient forum or to claim that such court does not have jurisdiction