

BOROUGH OF BROXBOURNE

TERMS AND CONDITIONS FOR THE USE OF COUNCIL LAND FOR SPECIAL EVENTS

DEFINITIONS

“The Site” is the area of land being applied for.

“The Event” is the activity for which the site is required.

“The Hirer” is the person or organisation making the application, to use the site, irrespective of whether a fee is charged.

“The Period of Hire” is the total length of time for which the site is required, irrespective of the duration of the event.

CONDITIONS OF HIRE

GENERAL

1. The Hirer must provide the Council with a complete list of the activities and catering operations proposed as part of the event, in advance and at least four weeks prior to the event. The Council reserves the right to refuse permission for certain activities, at their discretion. The Hirer will bear the cost of cancelling any performance or activity which is refused permission.
2. The Council will not permit any acts using performing animals. No live creatures are to be sold or given away as prizes.
3. If any of the conditions of hire are breached by the Hirer, the Council reserves the right to cancel the booking at any time, without liability for any costs incurred by the hirer,

INSURANCE

4. The Hirer hereby indemnifies the Council against all actions, costs, proceedings, claims and demands howsoever caused in connection with the Hirer’s use of the site.
5. The Hirer will effect public liability insurance cover for a minimum limit of indemnity of £5 million for any one incident and must produce a copy of the current insurance certificate of cover at least 72 hours before operating on site. Failure to produce this invalidates the hiring agreement.

FOOD

6. The Hirer must ensure that the delivery, storage, preparation and sale of food complies with all relevant food safety legislation and, where appropriate, to the advice contained in relevant “industry guides” and codes of practice.

7. The trading name and address at which the caterer is Registered under the Food Premises (Registration) Regulations 1991 shall be provided to the Council at least 72 hours before arrival on site. The Council may make checks to ensure that work is carried out in a safe and hygienic way.

HEALTH AND SAFETY

8. The Hirer is to comply with the Health and Safety at Work etc. Act 1974 and all subordinate legislation ensuring, so far as is reasonably practicable, the health and safety of persons on the site. There is a requirement for the Hirer to assess the risks to persons and to record significant findings, and documentation should be available for examination on site.
9. The Hirer is to ensure that all temporary electrical installations and equipment comply with the Electricity at Work Regulations 1989, BS7671 (IEE Wiring Regulations) and associated codes of practice.
10. No piece of individual equipment can be allowed to operate on the site unless a valid certificate of operation has been issued by a qualified competent engineer during the previous 12-month period from the date of this agreement. Copies of safety inspection certificates must be available as evidence. It is the responsibility of the operator to ensure that the equipment has been assembled and maintained in a satisfactory condition.
11. The Hirer is to make contact with the Police and Fire Service and comply at his own expense with any requirement they stipulate. The Hirer is responsible for notifying the local office of the Health and Safety Executive of their occupation of the site for use as a fairground (HSE form 9).
12. The Council is to be satisfied with the proposed siting of event equipment. A site plan must be provided, detailing the position of each piece of equipment and any safety measures and stewarding arrangements to ensure public safety. This information must be provided at least 72 hours before arriving on site.
13. No caravans or equipment in connection with the booking must enter the site before the date permitted by the Council's environmental officer or the date of this agreement. All equipment and personnel will vacate the site no later than the time specified in this agreement.
14. The Hirer must provide adequate sanitary provision for the number of people including wheelchair users and other people with special needs expected to attend the event. The toilets are to be constructed and located so that people are protected from bad weather and trip hazards, with stable non-slip surface construction to the floors, ramps and steps. The toilets shall be adequately lit and maintained in clean, hygienic working condition during the event.

NOISE

15. The Hirer is to direct any loudspeakers away from housing areas and to operate at reasonable sound levels.
16. The schedule for fairground opening /music shall be:-

Monday - Friday	6.00 pm - 10.30 pm	No music after 10.00pm
Saturday	2.30pm - 11.00 pm	No music after 10.30pm
Sunday	Between 12 noon - 10.00 pm (6 hours only)	
	No music after 9.30	

SITE CONDITIONS AND PARKING

17. Existing access to the site must not be restricted in any way, nor may it be charged for by the Hirer.
18. The site must be kept clean and tidy during the event and handed back in like condition. The Hirer hereby agrees to pay the cost of any repairs and reinstatement work necessary as a result of their use of the site. The Hirer is responsible for the removal of all rubbish from the site immediately after the event. Any costs incurred by the Council for noncompliance will be deducted from the damage deposit held by the council.
19. Vehicles are not permitted on grassed areas unless previously authorised by the Council in writing. Authorised vehicles must drive no faster than 5 mph whilst on the site.
20. No equipment or vehicles must encroach in any way on any area which is leased for sports purposes to clubs. No movement of vehicles can be permitted whilst sporting fixtures are being played at any site.
21. The Hirer must make adequate arrangements for car parking in connection with their event.
22. The Hirer must make adequate arrangements for stewarding and securing the ground in terms of car park supervision, security staff and litter pickers etc.

UTILITIES

23. The Hirer is responsible for the provision of their own water and electricity supply.
24. The Council's electricity supply can be used by prior agreement for domestic use only. Usage will be metered and will be charged separately to the Hirer. Costs will be deducted from the damage deposit paid to the Council by the Hirer.
25. The Hirer must arrange their own personal toilet facilities. (No cesspool emptying is allowed on the site and use of any on site facilities is by prior arrangement only)

ADVERTISING AND FLYPOSTING

26. The erection of advertising banners/posters is permitted in accordance with Class 3F of The Town & Country Planning (England) Regulations 2007 and agreed protocols with Hertfordshire County Council as the highway authority.
27. Failure to remove by the Hirer after the event will result in a fine of £34.00 per sign.

PAYMENT OF FEES

28. For events where a hire fee is charged by the Council, the sum requested must be paid in full, in advance of the booking and an official receipt obtained.
29. A damage deposit is payable in advance of all site bookings, from which any utility and damage repair costs will be deducted before refund is given.

30. All fees will be in accordance with the Council's current fees and charges.