

Open Spaces Conditions of Hire

- 9.3 The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.
- 9.4 The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks [including products liability where appropriate] for a minimum of £5 million (five million pounds) and produce evidence of such insurance. Higher levels of cover may be required for some events if specified by the Outdoor events coordinator.
- 9.5 The Hirer will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, sub contractor, caterer which the Hirer has instructed or authorised to appear at the event.
- 9.6 Failure to provide proof of insurance cover as required will lead to cancellation of the Event.
- 9.7 It is the hirer responsibility to ensure that public protection especially that of children is taken in to consideration. Tamworth Borough Council will request further information regarding this if deemed necessary.

- b) The Hirer must remove all advertisements displayed in connection with their event within 14 days after the event/activity.
- 2) Travelling circus, fair or similar travelling entertainment
 - a) The Hirer may display the approved advertisement(s) in the agreed location(s) for their event no earlier than 14 days before the first performance or opening of the entertainment.
 - b) The Hirer must remove all advertisements displayed in connection with their event within 7 days after the last performance or closing of the entertainment.

If the Hirer fails to abide by these conditions Tamworth Borough Council reserve the right to prosecute for illegal advertisement and/or charge for the removal of any illegal advertisement situated within the Borough.

Please complete the following declaration and return with application form.

I have read and understood these conditions and agree to be bound by them. If permission is granted for the event, I hereby agree to comply with the conditions set out in this form and any departmental terms and conditions and all reasonable instructions given by all authorised Officers of the Council.

Sign: _____ Date: _____

Print Name: _____

Name of organisation or company: _____

Position with organisation or company: _____

Contact address: _____

Daytime contact telephone number: _____

Email address: _____

- Documents attached:
- Certificate of Public Liability Insurance
 - Programme of Events
 - Relevant Event Information
 - Safety Management Plan
 - Site Plan
 - Risk Assessments

Advertisements & Publicity

If you intend on promoting your event via posters or flyers within the Borough we require the following details in order to assess the advertisements;

What are the dimensions of your proposed advertisements?

If you are a registered charity, will your charity number be displayed on the advertisements?

Where do you propose to display your advertisements?
*Every location needs to be clearly specified.

When do you wish to start displaying your advertisements?

The supplying of this information does not constitute permission, you will be expressly informed in writing whether your proposed advertisements are acceptable and whether a formal application for advertisement consent will be required prior to the event.

* A sample of your advertisement may be requested before a formal conclusion reached regarding its compliance with the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

Conditions of Hire

10: Advertisement and Publicity:-

Full information and guidance is available directly from the planning department regarding any proposed advertisements

- 1) For advertisements relating to events of a religious, educational, cultural, political, social or recreational character, or relating to any temporary matter in connection with an event or local activity of such a character, **not being an event or activity promoted or carried on for commercial purposes.**
- a) The Hirer may display the approved advertisement(s) in the agreed location(s) for their event no earlier than 28 days before the first day on which the event/activity is due to take place.

1 The person making the application shall be deemed to be the hirer for the purposes of these conditions. The hirer must be over the age of 18.

2 Refusal of Booking and Cancellation

The Council reserves the right to refuse any application, cancel or terminate any booking. The Council will repay any deposits paid on cancelling a hiring. However the council will not be liable for any expenditure incurred or loss sustained directly or indirectly because of such cancellations.

Cancellation by the Hirer of a booking must be in writing. On cancellation of the booking the Hirer shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council subject to the discretionary power of the Assistant Director of Partnerships and Community to vary this provision in appropriate cases.

Hirers who for any reason or fail to notify the Outdoor Events Coordinator in writing of cancellation a minimum of 28 days before the proposed event date shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.

Substitution and amendments of the nature of the booking must be notified in writing to the Outdoor Events Coordinator who reserves the right either to cancel the booking or amend the hire fee as he/she considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated above.

The Council accepts no responsibility for the non-arrival by the Due Date of application forms, remittances or cancellations.

The Council shall have the right to cancel any booking forthwith in the event that the grounds or surrounding areas are affected by an emergency of any kind or unforeseen circumstances. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council's sole discretion.

The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

3 Payment

Payment of all fees and charges must be made in full prior at least 28 Days Prior to the Event Taking Place. If payment is not received the Council reserves the right to cancel the booking immediately.

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.

For Charity Events we requested that we receive a copy of there accountant information within 28 days of the event to ensure that money raised is sent to designated charities. This is to protect the people of Tamworth as much as possible.

Tamworth Assembly Rooms
Corporation Street, Tamworth, Staffordshire B79 7DN
Tel: 01827 709584
www.tamworthassemblyrooms.co.uk

4 Deposit

- 4.1 A security deposit may be requested and should be paid to the Council 28 days prior to the event which will be forfeited in the event of any damage or loss to the Grounds, [or loss of keys in respect of removable bollards etc.] or held as part payment if necessary. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.

5 Use of the Grounds/Bandstand

- 5.1 All applications for usage of the grounds must be made in writing on forms available from the Outdoor Events Coordinator. In all cases the application form should be returned duly signed and completed to the Outdoor Events Coordinator at least 3 months prior to the date of hiring.
- 5.2 The hirer is directly responsible for notifying the emergency services about the event a minimum of 2 months prior. A copy of correspondence may be requested to ensure this is done.
- 5.3 The Hirer shall keep the Grounds clean and tidy and shall ensure that the area is regularly litter picked during the event. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are discharged. (Further information regarding the details of the above mentioned act is available from Office of Public Sector Information website; http://www.opsi.gov.uk/acts/acts1990/Ukpga_19900043_en_1.htm)
- 5.4 All litter and refuse generated by the Event shall be removed from the Grounds by the Hirer.
- 5.5 The Hirer must at all times take good care of the grounds and will be responsible for any damage to the used area.
- 5.6 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Outdoor Events Coordinator. The Council accepts no responsibility for any property left on the grounds before, during or after the hire period. The Council may remove and store any property that is left by the Hirer in or upon the Grounds after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the hiring not claimed within 28 days. The proceeds of sale of which shall be the Council's.
- 5.7 If the Hirer fails to perform any of its obligations set out above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.
- 5.8 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 5.9 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 5.10 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the grounds without the prior written consent of the Council.

- 5.11 Where the Council has agreed that the Grounds shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides prior to the due date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication Fairgrounds and Amusement Parks – Guidance on Safe Practice published by the Health and Safety Executive, and all other statutory requirements.
- 5.12 The Council reserve the right to require the Hirer to provide at the hirers own expense temporary sanitary accommodation at such a level as deemed reasonable by the Outdoor Events Coordinator as per current regulations.
- 5.13 The Hirer agrees that where the grounds are to be used in the dark then the hirer will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 5.14 The Hirer shall not bring into the grounds any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.
- 5.15 The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 5.16 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the grounds without the prior written consent of the Council.
- 5.17 The Hirer shall repay to the Council on demand the cost, as certified by the Outdoor Events Coordinator 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.
- 5.18 The arrangements for parking of vehicles and the position of all booths, tents, platforms, stalls and other structures shall be subject to the prior approval of the Corporate Director Community & Environment.
- 5.19 If the hirer wishes to arrange the preparation or sale of refreshments, the approval of the Council must be obtained. Full details of all food vendors likely to attend the event must be supplied with the application. All food vendors must be registered under the provisions of the Food Safety Act 1990 and will be expected to comply with the Food Hygiene (Markets, Stalls and Delivery Vehicles) Regulations 1966 as amended. The decision of the Outdoor Events Coordinator is final.
- 5.20 The hours of operation will require to be agreed in advance with the Outdoor Events Coordinator
- 5.21 Tamworth Borough Council would advise potential hirers to trace buried underground utility apparatus using a cable avoidance tool and receive guidance from energy suppliers. Tamworth borough Council will not accept any liability if this is not undertaken and an accident of injury occurs.

6 Right of Entry

- 6.1 Authorised Council officers or Members shall be permitted entry to the Grounds at all times during the period of hire.
- 6.2 The Council reserves the right to refuse admission to or evict any person from the Grounds.
- 6.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.
- 6.4 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the grounds. Visitors or members of the public will not be allowed to park or drive on any part of the grounds without prior permission.

7 Permits and Licences

- 7.1 The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such 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.
- 7.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- 7.3 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence, permit and/or licences or consent issued in respect of the Grounds.

8 Health and Safety

- 8.1 The Hirer agrees to undertake a risk assessment for the event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the event and while preparing and clearing the grounds for the event. (For further information see Health and Safety Executive website; <http://www.hse.gov.uk/index.htm>)
- 8.2 The Hirer will be required to produce evidence of the existence of risk assessments as required by the Council in respect of any exhibitor, ground entertainer, sub contractor, caterer etc which the Hirer has instructed or authorised to appear at the event.
- 8.3 The Hirer shall inform the Outdoor Events Officer of any accidents or serious incidents immediately, which occur during the tenure of the event.

9 Indemnity and Insurance

- 9.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the grounds.
- 9.2 The Hirer is responsible for all safety aspects of the grounds prior to, during or subsequent to the Event and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the grounds.