

Eastleigh Borough Council

Terms and Conditions for use of Parks and open spaces

1 Definitions

- 1.1 “Application Form” means the application form submitted to the Council by the Hirer
- 1.2 “Conditions” means these booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.3 “Council” means the Eastleigh Borough Council and includes its successors in title.
- 1.4 “Due Date” means one calendar month prior to the date of the Event.
- 1.5 “Event” means the purpose for which the Venue has been booked.
- 1.6 “Hirer” means the individual, company or organisation is named as the Hirer in the Application Form. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person.
- 1.7 “Council Authorised Officer ” means the relevant Council Officer of the events management team
- 1.8 “Venue” means the location booked for the event including the immediate surrounding area open to the public.

2 Hire & Council Resources Fee

- 2.1 The relevant Hire Fees and Charges for the use of Council Resources can be provided on request.
- 2.2 The relevant fees, along with the payment schedule will be sent to the organizer once the Event application has been agreed. If payment is not received the Council shall have the right to cancel the booking immediately.
- 2.3 The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. Council resource, electricity, water, marking of pitches etc over and above the hire charge for the event.

3 Reinstatement Bond

- 3.1 A Reinstatement Bond is payable to the Council prior to the Due Date in the sum detailed on Schedule of Fees and Charges for the relevant

Venue. The deposit cheque will be cashed and payment held until after the event. (Commercial Hire Charges are listed on the application form ([click here](#)))

- 3.2 The Reinstatement Bond will be forfeited in the event of any damage or loss to the Venue, or loss of keys in respect of removable bollards etc. or held as part payment of any necessary making good.
- 3.3 The Hirer will be liable for the full costs of remedying any damage or reinstatement works. If the cost of reinstatement exceeds the amount of the Reinstatement Bond the Council will issue an invoice and the Hirer will pay the invoice within 30 days of the date of the invoice.
- 3.4 Where no damage has been caused and no reinstatement is required, the Council will return the full deposit to the Hirer within 30 days of the Event

4 Refusal of Booking and Cancellation

- 4.1 The Council reserves the right to refuse any application for the hiring of a Venue if the event is deemed unsafe in accordance with the Health & Safety Act 1974.
 - 4.1.1 A review & appeals process is in place.
- 4.2 The Council reserves the right to withdraw permission to use the Venue in writing at any time.
 - 4.2.1 The Council will repay all deposits and charges on cancelling a hiring
 - 4.2.2 The Council shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.3 Cancellation by the Hirer of a booking must be in writing and the effective date will be the date of the receipt of such information by the Council's Authorised Officer
- 4.4 On cancellation of the booking under 4.3 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 Councils Authorised Officer to vary this provision in appropriate cases.
- 4.5 Hirers who do not take up their commitment for any reason or fail to notify the Council in writing of cancellation 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.
- 4.6 Substitution and amendments to the nature of the booking must be notified in writing to the Council who reserves the right either to cancel

the booking or amend the hire fee as it considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 4.4 and 4.5 above.

- 4.7 The Council accepts no responsibility for the non-arrival by the due date of application forms remittances or cancellations.

5 Emergencies

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

6 Use of the Venue

- 6.1 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue 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.
- 6.2 All litter and refuse generated by the Event shall be removed from the Venue by the Hirer.
- 6.3 The Hirer 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. The land or open space must be repaired and re-instated as soon as possible or at the latest within 24 hours.
- 6.4 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or otherwise by a time and date to be agreed with the Authorised Officer. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 6.5 If the Hirer fails to perform any of its obligations set out in Clauses 6.1,6.2, 6.3 and 6.4 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.
- 6.6 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfill these Conditions.

- 6.7 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 6.8 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.
- 6.9 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment provided by the Council is not moved and shall maintain the integrity of the closure.
- 6.10 The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 6.11 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 6.12 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.
- 6.13 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue.
- 6.14 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue.
- 6.15 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 6.16 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows, rides and other entertainments 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.
- 6.17 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- 6.18 The event must cease and the site must be cleared within the times stated on the Application Form or as otherwise agreed by the Authorised Officer in writing
- 6.19 The Council reserve the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Authorised Officer

- 6.20 The Hirer must ensure that all users of the area have unrestricted access to the permanent public toilet facilities located within the Venue.
- 6.21 The sale or consumption of alcoholic drinks is strictly prohibited without Licence. It is the responsibility of the Hirer to ensure that the appropriate licence has been obtained from the Licensing Authority.
- 6.22 The Hirer will not permit the operation or release of any high flying objects (for example, but not limited to, balloons or Chinese Lanterns) from the Venue
- 6.23 It is the responsibility of the Hirer to liaise with the Council's Head of Transportation and Engineering, Hampshire County Council (the Highway Authority) and Hampshire Police regarding the traffic impact the Event may have on the local road network in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Head of Transportation and Engineering, Hampshire County Council (the Highway Authority) and Hampshire Police regarding traffic management.
- 6.24 The Hirer agrees that where the Venue is to be used in the dark then he will provide appropriate lighting to cover all areas to which the public are admitted or have access, whilst ensuring light pollution is kept to a minimum
- 6.25 The Hirer shall not bring into the Venue 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.
- 6.26 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:
- a) operated in a safe manner;
 - b) segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public; and
 - c) operated so as not to cause a noise nuisance in breach of clause 6.17
- 6.27 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 Venue without the prior written consent of the Council.
- 6.28 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 6.17. Any necessary licences must be obtained by the Hirer.

6.29 The Hirer shall repay to the Council on demand the cost, as certified by the Authorised Officer, 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.

7 Right of Entry

7.1 Authorised Council officers shall be permitted entry to the Venue at all times during the period of hire.

7.2 The Council reserves the right to refuse admission to or evict any person from the Venue.

7.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

8 Assignment

The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

9 Prohibition

The Hirer 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 raising activities without the prior written consent of the Council.

10 Broadcasting and Television

The Hirer may not carry out or 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 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.

11 Advertisements

11.1 No advertising material may be issued nor tickets sold until such time as EBC confirm they are happy with the documentation and the hire deposit has been received at which point a binding agreement to hire is made pursuant to clause 22 of this agreement

- 11.2 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 Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

12 Fly Posting

No advertising material is to be displayed anywhere on the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

13 Permits and Licences

- 13.1 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 by the due date. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking in writing forthwith and any refund of fees or charges will be at the Council's sole discretion.
- 13.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- 13.3 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 Venue (e.g. Premises Licence or Temporary Event Notice, under the Licensing Act 2003).
- 13.4 The hirer shall ensure that any temporary structure (e.g. tent, marquee, etc.) which is either enclosed or substantially enclosed (s2, The Smoke-free (Premises and Enforcement) Regulations 2006) displays the correct 'No Smoking' signs at the entrances, and is smoke free.

When determining whether a structure is enclosed or substantially enclosed (more than 50% of the walls in place) the hirer must include in their calculations any side panels which can be rolled down or attached. The structure will then be treated as though any such side panels were rolled down or attached (i.e smoke free), even when they are not in place.

- 13.5 The hirer must ensure that the event does not impede on adjacent landowners unless their consent has been obtained.

14 Health and Safety

The Hirer agrees to undertake a suitable and sufficient risk assessment and Event Management Plan 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.

15 Indemnity and Insurance

- 15.1 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 Venue.
- 15.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event including during any period of reinstatement works 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 Venue.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 Failure to provide proof of insurance cover as required under clauses 15.4 and 15.5 prior to the Due Date will lead to cancellation of the Event and any refund of fees or charges will be at the Council's sole discretion.

16 Catering

All caterers at the event must comply fully with the requirements of The Food Hygiene (England) Regulations 2006 and the provisions referred to therein, and any amendments thereto and comply with all instructions given by the Environmental Health Officer.

17 Traders

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

18 Collections or Lotteries

No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Authorised Officer any such consent to be at the discretion of the Council.

19 Property not Removed

The Council may remove and store any property that is left by the Hirer in or upon the Venue 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.

20 Variations to Agreement

The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer where reasonably necessary at any time on 7 days notice in writing. 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 and any refund of fees and charges will be at the sole discretion of the Council.

21 Child Protection

Eastleigh Borough Council, along with all other organisations, is required to take reasonable measures for the protection of children and vulnerable adults when they are subject to Council regulations, jurisdiction and events run by the Council. Accordingly, where the event is exclusively or primarily for young people, the hirer should have in place a Child Protection Policy, and provide a copy to Eastleigh Borough Council. If the Hirer does not have such a policy, support and guidance in developing such a policy can be obtained from Eastleigh Council for Voluntary Services .

For any event, the Hirer should, in developing their risk assessment for the event (as outlined in Section 14 - health and safety), ensure that appropriate steps are taken to safeguard the welfare of children or vulnerable adults at the

event. In particular, Eastleigh Borough Council advises (at the discretion of the Hirer):

- Parental/guardian consent is obtained in writing for allowing photographs (including video footage) to be taken of a child.
- There should be no physical contact by any staff (or volunteers used by the Hirer in the running of the event) on children or vulnerable adults, unless the nature of the activity requires it (e.g. assistance with safety equipment, face painting)

The Hirer identifies a person present at the event to whom any complaints from attendees can be addressed.

22 Compliance with Laws

The Hirer shall comply with all statutes and any other obligations imposed by law and shall ensure it does not do or omit to do anything which would put the Council in breaches of any statute or other obligations imposed by law and will immediately comply with all requests of the Council in this respect.

23 Binding Contract

This agreement shall not come into effect until the Authorised Officer has approved all documents omitted and confirmed the booking in writing.

24 Notices

Any notice given pursuant to this agreement shall be in writing and shall be sufficiently given to the Hirer if sent by email to the address given by the Hirer on the Application Form and shall be sufficiently given to the Council if sent by email to events2@eastleigh.gov.uk . Alternatively notice shall be sufficiently given if sent in a letter by First Class post addressed to that party at the address given on the Application Form.

