# TERMS & CONDITIONS

1. DEFINITIONS
	1. **“Conditions”** means these booking conditions, which shall form the contract between the Council and the Hirer.
	2. **“Council”** means the Ashfield District Council
	3. **“Due Date”** means 28 days prior to the date of the Event.
	4. **“Event”** means the purpose for which the Venue has been booked as set out in the Event Application Form attached to this Contract.
	5. **“Hirer”** means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person. Only on receipt of written confirmation of the application can the facility be used.
	6. **“Chief Executive”** means the Chief Executive for the time being of the Council or their duly authorised officer.
	7. **“Venue”** means the location (the public space) booked for the Event.
2. PAYMENT
	1. Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received the Council shall have the right to cancel the booking immediately.
	2. The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, including, but not limited to, electricity, water, marking of pitches etc. over and above the hire charge for the Event.
3. DEPOSIT
	1. A deposit may be payable by the Hirer upon completion of this Contract. This deposit 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 should any reinstatement work be necessary. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue payment.
4. REFUSAL OF BOOKING AND CANCELLATION
	1. The Council reserves the right to refuse any application for the hiring of a Venue.
	2. The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any deposits paid on cancelling a hiring but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation. Without limitation to the provisions of this clause, the Council may withdraw the right to use the venue and terminate this contract and recover any sums due to it if any gift, incentive or favour has been offered or shown or where any offence has been committed under the Prevention of Corruption Acts 1889-1916 or section 117 of the Local Government Act 1972.
	3. Cancellation by the Hirer of a booking must be in writing and the effective date will be the receipt of such information by the Council’s Neighbourhood Services.
	4. 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 Chief Executive to vary this provision in appropriate cases.
	5. Hirers who do not take up their commitment for any reason or fail to notify Neighbourhood Services in writing or by email, of cancellation, at least 24 hours prior to the Event, 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.
	6. Substitution and amendments of the nature of the booking must be notified in writing to Neighbourhood Services which 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.
	7. The Council accepts no responsibility for the non-arrival by the Due Date of application forms, remittances, or cancellations.
5. EMERGENCIES
	1. 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 shall be at the Council’s sole discretion.
6. USE OF THE VENUE
	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 adhered to.
	2. The Hirer shall remove all litter and refuse generated by the Event from the Venue.
	3. The Hirer must at all times take good care of the Venue and will be responsible for any damage to the site or any part of it or any equipment or other property of the Council which forms part of the hire.
	4. 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 Neighbourhood Services. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
	5. If the Hirer fails to perform any of its obligations set out in Clauses 6.1: 6.2 and 6.3 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. The Hirer is responsible for the administration, organisation, running and complying with the Licence for the event and for having sufficient stewards and officials to fulfil these Conditions. A named Site Manager should be nominated and will be expected to be present and contactable for the duration of the Event.
	7. The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
	8. The Hirer shall not be permitted to remove or obscure Council notices or placards displayed at the Venue without the prior written consent of the Council.
	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, or other traffic management agencies, is not moved and shall maintain the integrity of the closure.
	10. The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.
	11. The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of Neighbourhood Services.
	12. The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.
	13. The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue. All vehicles must be kept off grassed areas unless written permission from the Neighbourhood services is given. Where permission has been granted, vehicles must adhere to the 5mph speed limit at all times.
	14. The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue, unless permission for a park closure has been granted.
	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.
	16. Proposed funfairs and fairground rides must be agreed with the Council. Where the Council has agreed that the Venue shall be used for a funfair 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. All contracts for fairground rides at events will be drawn up by the Council and shall be the subject of a separate agreement. Execution of the present contract by the Council does imply agreement to the use of the Venue for a fun fair.
	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. Advice can be sought from the Council’s Environmental Protection Section on **01623 450000**.
	18. The Venue will be occupied, used & vacated in accordance with the times specified in the permission letter.
	19. The Council reserves the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Council.
	20. The sale of alcohol / provision of regulated entertainments / sale of late-night refreshment are licensable activities under the Licensing Act 2003. Either a Premises Licence or a Temporary Event Notice will be required to provide such licensable activities (further information can be found at [www.ashfield.gov.uk/licensing](http://www.ashfield.gov.uk/licensing)). Applications for premises Licences must submitted to the Local Authority (Ashfield District Council) at least two months before the event is to take place. Temporary Event Notices must be served on the Licensing Authority and the Police least 10 working days before the event is to take place. However, it is recommended that organisers submit their Notice between one and two months in advance of the planned event. Every sale of alcohol made under a Premises Licence must be authorised by a Personal Licence holder named as the Designated Premises Supervisor on the Premises Licence application. A Personal Licence is not needed to sell alcohol under a Temporary Event Notice. Further information as to how to obtain a Personal Licence can be found at: [www.ashfield.gov.uk/licensing](http://www.ashfield.gov.uk/licensing)
	21. The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved, unless agreed by Ashfield District Council, and hold the appropriate Animal Activity Licence (see [www.ashfield.gov.uk/animals](http://www.ashfield.gov.uk/animals))
	22. The Hirer will not permit the operation or release of any highflying object without the prior written consent of the Council and the Civil Aviation Authority. The flying of powered model aeroplanes is not permitted on grounds of public safety, unless authorised by Ashfield District Council.
	23. It is the responsibility of the Hirer to liaise with Ashfield District Council and Nottinghamshire Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Ashfield District Council and Nottinghamshire Police regarding traffic management.
	24. The Hirer agrees that where the Venue is to be used in the dark then he/she will provide appropriate lighting to cover all areas to which the public are admitted or have access.
	25. The Hirer shall not bring into the Venue any article of an inflammable or explosive character or produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.
	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 operated in a safe manner and are segregated from the public or are protected by suitable covers or barriers, so as to prevent access by members of the public.

NO PETROL FUELLED GENERATORS ARE TO BE USED.

* 1. 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.
	2. Where marquees are erected for an Event the organisers must conform to the recommendation of the Nottinghamshire Fire & Rescue Service, Fire Prevention Advice Note No. FP/32 Tents and Marquees, and any such other requests as the Fire Officer or Council determine.
	3. The use of any public address system at the Event must be first agreed by the Council and must be operated so as not to cause a noise nuisance in breach of clause
	4. The Hirer must obtain any necessary licenses.
	5. Any event that involves the provision of regulated entertainment is licensable under the Licensing Act 2003. Regulated entertainment is:
		+ The performance of a play
		+ Exhibition of a film
		+ An indoor sporting event
		+ Boxing or wrestling entertainment
		+ Performance of live music
		+ Any playing of recorded music that is not solely low level background music
		+ Performance of dance, or
		+ Similar entertainment to live music, recorded music or dance
	6. The provision of regulated entertainment will need either a Premises Licence to be in force, or by way of an application made for a Temporary Event Notice. Please visit [www.ashfield.gov.uk/licensing](http://www.ashfield.gov.uk/licensing) for further information.
	7. Ashfield District Council is the Premises Licence holder for some of the parks and public spaces in the Ashfield District. These licences came into effect on 24th November 2005 and are for certain regulated entertainments only. Due to these new laws, a number of parks and public spaces now have set conditions relating to there use. The hirer must contact the Licensing Section to enquire as whether these conditions apply to their event (01623 457589).
	8. The Hirer 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 arising out of the negligence of the Hirer, its employees or its agents.
	9. The Hirer shall at all times comply with its obligations under all applicable statutes, regulations, directives and other legislative provisions including but not limited to the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Health & Safety at Work Act 1974 and the Data Protection Act 1998. A copy of Ashfield District Council’s code of conduct on Harassment and Discrimination is enclosed.
	10. The Council reserves the right to continue to provide existing services (whether these services are provided by direct provision or by a voluntary organisation) at the Venue.
1. RIGHT OF ENTRY
	1. Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire.
	2. The Council reserves the right to refuse admission to or evict any person from the Venue.
	3. The Council reserves the right to fix a maximum limit for the number of persons attending the Event.
2. ASSIGNMENT
	1. 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.
3. PROHIBITION
	1. The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking including, but not limited to, catering, stalls, raffles and any other fundraising/income earning activities without the prior written consent of the Council. The Council does not permit car boot sales or large-scale bungee jumping events to take place on its land.
4. BROADCASTING AND TELEVISION
	1. The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of 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.
5. ADVERTISEMENTS
	1. 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 hire charge (and issue of a hiring permit). 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, where so ever 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.
6. FLY POSTING
	1. 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.
	2. Posters advertising the Event can be displayed on park notice boards (if applicable). Please contact Neighbourhood services.
	3. A deposit may be required as a security against the occurrence of fly posting, which must be received at least 28 days prior to the Event. The deposit will be forfeited either in whole or in part depending on the extent to which the anti-fly posting provisions are complied with.
7. PERMITS AND LICENCES
	1. The Hirer shall ensure that any licence, permit or other consent that 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.
	2. When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
	3. Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence (e.g., Premises Licence), permit and/or licences or consent issued in respect of the Venue. Contact the Licensing Section on 01623 457513.
8. HEALTH AND SAFETY
	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 Venue for the Event.
9. INDEMNITY AND INSURANCE
	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, except where caused by the neglect act or omission of the Council or its agents, servants or employees.
	2. The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and shall be liable for any loss, damage, injury or death caused by the negligent act or omission of the Hirer, its agents, servants or employees or third parties under the Hirer’s control and direction.
	3. The Hirer shall 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, except where caused by the negligent act or omission of the Council or its agents, servants or employees.
	4. The Hirer shall take out Public Liability Insurance Cover or Third-Party Risks [including products liability where appropriate] for a minimum of £10 million (ten million pounds) and produce evidence of such insurance.
	5. Before instructing any exhibitor, ground entertainer, sub-contractor, caterer, or any other individual participant to appear at the event, the Hirer must have sight of an up to date Public Liability Insurance Policy at such level as may be required by the Council.
	6. Failure to provide proof of insurance cover as required under clause 15.4 and failure to ensure that any individual participant of the Event have adequate proof of insurance prior to the Due Date, will lead to cancellation of the Event.
10. CATERING/ICE CREAM VANS
	1. All caterers at the Event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Fund Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer. Please contact Environmental Health on 01623 457591to check that all caterers have been registered with a local authority.
	2. All caterers at the event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).
11. TRADERS
	1. No commercial traders will be permitted to trade at the Event [without the prior written consent of the Council]. Any event with more than four stalls selling goods to the public requires a licence from the Markets Section on 01623 551385. A fee is payable for the licence.
	2. Commercial events held where there are four stalls or less selling goods (food, services, items, etc) to the public, will require a Special Events Trading Consent from the Licensing Team on 01623 457589. Further information can be found at [www.ashfield.gov.uk/streettrading](http://www.ashfield.gov.uk/streettrading)
	3. Charitable and community events which are held for non-profit purposes, where there are four stalls or less selling goods (food, services, items, etc – and the stall holders make a donation to the charity / good cause) to the public will require a Charitable & Community Trading Consent from the Licensing Team on 01623 457589 (this is in effect written approval from the Licensing Manager that those stalls are permitted to trade at the event). Further information can be found at [www.ashfield.gov.uk/streettrading](http://www.ashfield.gov.uk/streettrading)
12. COLLECTIONS OR LOTTERIES
	1. 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 Council.
	2. The collection of cash, by public donation, is not permitted unless the organiser is licensed to do so. No buckets or open containers will be allowed for this purpose, only sealed, coin collectors’ boxes will be permitted. Applications for licences (Small Society Lottery or Street Collections) must be made to Ashfield District Council’s Licensing Section, telephone no. 01623 457589. Any collection must be for a charitable purpose if any licence is to be considered. Further information can be found at [www.ashfield.gov.uk/licensing](http://www.ashfield.gov.uk/licensing)
	3. The sale of raffle tickets and the operation of tombolas are permitted, without the need for any licence or permit, provided that the draw for the prize is made before the close of the Event. When the draw is made at a later date, the raffle/lottery must be licensed. Applications for licences must be made to Ashfield District Council’s Licensing Section, telephone 01623 457589. Further information can be found at: [www.ashfield.gov.uk/licensing](http://www.ashfield.gov.uk/licensing)
13. PROPERTY NOT REMOVED
	1. The Council may remove and store any property that is left by the Hirer at 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.
14. VARIATIONS TO AGREEMENT
	1. 20.1 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.

**ONE COPY MUST BE SIGNED AND RETURNED TO THE OUTDOOR RECREATION OFFICE AND ONE COPY MUST BE RETAINED BY THE EVENT ORGANISER**

**Event Organisers Signature** …………………………………………………………….