

Terms & conditions for hire of parks and open spaces



1 Definitions and Interpretation

- 1.1 “Conditions” means these booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.2 “Council” means the Woking Borough Council and includes its successors in title.
- 1.3 “Due Date” means 28 days prior to the date of the Event.
- 1.4 “Event” means the purpose for which the Venue has been booked and includes any set-up and set-down time required.
- 1.5 “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 may not be transferred or sublet to any other person.
- 1.6 “Strategic Director – Place” means the Council’s Strategic Director for Place Services or equivalent role in title for the time being of the Council, or their duly authorised officer (s).
- 1.7 “Venue” means the location booked for the Event including the immediate surrounding area open to the public.
- 1.8 The “Booking” grants the Hirer the right to use the Venue on a specified date(s) and time(s) for the sole purpose of the ‘Event’, as agreed by the Council.
- 1.9 “Written Notice” is not to include email communication.

2 Payment

- 2.1 Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received in full by the Due Date the Council shall have the right to cancel the Booking immediately.
- 2.2 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.

3 Deposit

A deposit may be requested and must be paid to the Council by the Due Date. In the event of any damage or loss to the Venue, [including loss of keys in respect of removable bollards etc.] all or part of the deposit will be forfeited to make good any such damage or loss. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.

4 Refusal of Booking and Cancellation

- 4.1 The Council reserves the right to refuse any application for the hiring of a Venue without being required to give any reason for such refusal.
- 4.2 The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any deposits paid within 28 days of the cancellation, but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.3 The Council shall have the right to, at short notice cancel any Booking forthwith in the event of an emergency or in any other circumstances where it is deemed necessary. This may include but is not limited to extreme weather, raised terror threat level or unforeseen damage to or closure of all or part of the Venue. At its discretion the Council will consider refunding part or all of any fees and charges already paid by the Hirer in respect of the Booking.
- 4.4 Notice of cancellation of the Booking by the Hirer must be given to the Council on at least four weeks' Written Notice sent by recorded delivery and addressed to the Council's Strategic Director – Place. The effective date of the notice will be four weeks from the date of service. The date of service is deemed to be three working days from the date the notice is sent by the Hirer.
- 4.5 If cancellation of the Booking by the Hirer is made in accordance to clause 4.4 above, the Council will repay any deposits paid within 28 days, but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.6 If cancellation of the Booking by the Hirer is not made in accordance to clause 4.4 above, 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 Strategic Director – Place to vary this provision in appropriate cases.
- 4.7 Substitution and amendments to the Booking must be notified on four weeks' Written Notice sent by recorded delivery and addressed to the Council's Strategic Director – Place. The effective date of the notice will be four weeks from the date of service. The date of service is deemed to be three working days from the date the notice is sent by the Hirer. Upon receipt of such notice, the Strategic Director – Place 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 in clause 4.5 above.
- 4.8 The Council accepts no responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.

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.
- 6.4 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 the Strategic Director – Place. 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 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.
- 6.6 Emergency vehicle access to the Venue must be maintained at all times during the Event.
- 6.7 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 6.8 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 6.9 The Hirer shall not be permitted to remove or obscure Council notices, signage or placards displayed on the Venue without the prior written consent of the Council.
- 6.10 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment provided by the Highway Authority is not moved and shall maintain the integrity of the closure.
- 6.11 The Hirer shall not interfere with or attach anything to any item of park furniture e.g. trees, fences, benches or play equipment without consent from the Council.
- 6.12 The Hirer shall ensure that cricket squares and any other area so specified by the Council, are appropriately protected for the duration of the Event.
- 6.13 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 6.14 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.
- 6.15 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue.
- 6.16 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath or public right of way located within the Venue.
- 6.17 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.
- 6.18 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply to the Council full details of all rides, stalls and devices prior to the Due Date. All attractions shall have the appropriate safety certification, insurance and risk assessments. The Hirer shall ensure that 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.

- 6.19 Where the Event will involve inflatables, equipment must conform to BS EN14960. The Hirer shall supply to the Council details of safety certification, insurance and risk assessments of all equipment prior to the Due Date. Inflatables are to be supervised by a competent person according to the operating instructions for the device and HSE guidance published at <http://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>
- 6.20 The Hirer shall ensure that no unreasonable noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- 6.21 Where possible the Venue shall remain accessible for public use during the Event. Closure of any areas must be agreed with the Council beforehand. In addition the Hirer shall ensure that the Event takes place in a manner that is considerate and respectful of other users of the Venue.
- 6.22 The Hirer is only permitted access to the Venue for the purposes of the Event at the times agreed with the Council.
- 6.23 The Council reserve the right to require the Hirer to provide, at their own expense, temporary welfare facilities at such a level as deemed reasonable by the Strategic Director – Place.
- 6.24 The Hirer must ensure that all users of the Venue have unrestricted access to the permanent public toilet facilities located within the Venue during the Event, unless consent to close such facilities is otherwise agreed by the Council.
- 6.25 The sale or consumption of alcoholic drinks is strictly prohibited without the appropriate licences.
- 6.26 The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved, unless otherwise agreed with the Council. In addition to this, the sale of or giving away of animals e.g. as prizes is prohibited without exception.
- 6.27 The Hirer must obtain prior consent from the Council and notify the Civil Aviation Authority if the Event will involve release of high flying objects. This includes, but is not exclusive to, fireworks, lasers and balloons.
- 6.28 The release of sky lanterns is strictly prohibited under all circumstances.
- 6.29 Use of 'small unmanned aircraft' [anything under 20kg in weight, as defined by the Civil Aviation Authority], including drones and model aircraft, is only permitted with prior consent from the Council. These and all other activities of this nature [including use of 'larger unmanned aircraft' above 20kg in weight, and as defined by the Civil Aviation Authority] shall be in accordance with the Air Navigation Order (2016) or other legislation replacing/superseding this at the time of the Event. Any additional permissions required from the Civil Aviation Authority for such activities must be in place, and will be the responsibility of the Hirer to check and obtain.
- 6.30 It is the responsibility of the Hirer to liaise with the Council's Strategic Director – Place and the 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 Strategic Director – Place, Surrey County Council and the Police regarding traffic management.
- 6.31 The Hirer agrees that where the Venue is to be used in the dark then they will provide appropriate lighting to cover all areas to which the public are admitted or have access.

- 6.32 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.
- 6.33 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 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.
- 6.34 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.
- 6.35 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 6.19 and is not permitted to be played later than 2100 hrs, unless otherwise agreed. Any necessary licences must be obtained by the Hirer.
- 6.36 The Hirer shall repay to the Council on demand the cost, as certified by the Strategic Director – Place 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 or Members 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 earning 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 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 therefrom.

11 Advertisements

- 11.1 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 Advertising material of any form may only be displayed within the Venue before the Event with prior agreement from the Council. Any such material must be removed upon vacating the Venue at the end of the Event.
- 11.3 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

- 12.1 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.
- 12.2 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-flyposting provisions are complied with.

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. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.
- 13.2 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.

14 Health and Safety

- 14.1 The Hirer agrees to undertake a risk assessment and produce an appropriate safety plan as required for the Event, by the Council. This must be provided to the Council prior to the Due Date.
- 14.2 The Hirer is responsible for ensuring that all participant organisations and contractors provide their own risk assessments and/or method statements where necessary. These must be provided to the Council prior to the Due Date upon request.
- 14.3 The Hirer is legally responsible for ensuring all health and safety legislation relevant to Event staff, participants and the general public, is complied with during the Event. This includes the Construction (Design and Management) Regulations 2015.
- 14.4 The Hirer shall attend a meeting of the Council's Safety Advisory Group (SAG) prior to the Event at the request of the Council.
- 14.5 The Hirer shall ensure that all fire risks at the Event are identified and managed appropriately. A fire risk assessment must be undertaken and supplied to the Council prior to the Due Date.
- 14.6 The Hirer must arrange First Aid cover for the Event in line with best practice.

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 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 [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 [currently a minimum of £5 million (five million pounds)] in respect of any exhibitor, ground entertainer, sub contractor, caterer or other participant 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 may lead to cancellation of the Event.

16 Catering

- 16.1 No Hirer may undertake their own catering in the Venue except with the prior written consent of the Council.
- 16.2 All caterers at the event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.
- 16.3 All caterers at the event must be registered as a food business with their Local Authority.

17 Traders

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

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 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 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.