

Terms and Conditions For Use of Council Land

1 Definitions

- 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 Pendle Borough Council.
- 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.
- 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 he may not transfer or sublet this consent to any other person.
- 1.6 "Venue" means the location booked for the event.

2 Payment

- 2.1 Payment of all fees and charges must be made in full no less than 14 days prior to the date of the event. If payment is not received the Council will have the right to cancel the booking immediately.
- 2.2 The Hirer shall be liable for the full cost of any services provided by the Council over and above the hire charge for the event e.g. electricity, water, marking of pitches etc.

3 Deposit

A deposit may be required which must be paid to the Council 14 days prior to the Event which 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. The Hirer shall be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an invoice.

4 Refusal of Booking and Cancellation

- 4.1 The Council reserves the right to refuse any application for the hiring of a Venue and will give the Hirer the reason for doing so in writing.
- 4.2 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.
- 4.3 The Council will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Venue to be temporarily closed or the hiring to be interrupted or cancelled.
- 4.4 The Council gives no warranty that the Venue is legally or physically fit for any specific purpose.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 Substitution and amendments of the nature of the booking must be notified in writing to the Council. The Council reserves the right either to cancel the booking or amend the hire fee. In the event of such cancellation, the Hirer shall be liable as stated in Clause 4.5 and 4.6.

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 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.
- 6.2 All litter and refuse generated by the Event shall be removed from the Venue by the Hirer immediately after the event.

- 6.3 The Hirer shall 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 Hirer shall not cause any damage to be done to the Venue or to any fittings equipment or other property at the Venue and save to the extent that the Council may be indemnified by insurance the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the hirer is responsible or anyone permitted by the Hirer to enter the Venue.
- 6.5 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 Council. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 6.6 If the Hirer fails to perform any of its obligations set out in Clauses 6.1: 6.2 and 6.3 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.
- 6.7 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 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 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 street furniture or parks furniture.
- 6.12 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 6.13 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.
- 6.14 The Hirer shall ensure that no vehicles are parked or driven across any public footpath or bridleway located within the Venue.
- 6.15 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath or bridleway located within the Venue.

- 6.16 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.
- 6.17 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 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.
- 6.18 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.
- 6.19 The Hirer shall not access the site to prepare for the event without the written consent of the Council.
- 6.20 The Council may require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Council.
- 6.21 The Hirer shall not allow the sale or consumption of alcoholic drinks without the prior written approval of the Council. Any necessary licenses must be obtained by the Hirer.
- 6.22 The Hirer shall not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved without the prior written approval of the Council.
- 6.23 The Hirer shall not permit the operation or release of any high flying object without the prior written consent of the Council, the Civil Aviation Authority and Manchester Airport.
- 6.24 It is the responsibility of the Hirer to liaise with Lancashire County Council and the Lancashire 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 Lancashire County Council and the Lancashire Police regarding traffic management.
- 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 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.
- 6.27 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 6.18. 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 Council's Corporate Director, 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 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 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 shall not carry out or permit any television or radio broadcast without the written consent of the Council.

11 Fly Posting

No advertising material shall be displayed anywhere on the Venue or elsewhere in the area without the prior consent of the Council, or the prior consent of Lancashire County Council if on a public highway or highway structure. The Council reserves the right to remove any unauthorised advertising and to recover the cost incurred from the event organisers.

12 Permits and Licences

12.1 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.

- 12.2 When promoting the Event, the Hirer shall be responsible for exhibiting all necessary permits during the Event.
- 12.3 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licences (e.g. Premises Licence), permit and/or licences or consent issued in respect of the Venue.

13 Health and Safety

The Hirer shall undertake a risk assessment for the event and shall 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.

14 Indemnity and Insurance

- 14.1 The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Venue either by the Hirer for his own purposes or by any kind brought into or left at the Venue either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Council.
- 14.2 The Hirer shall indemnify the Council against all such liabilities as are mentioned in this clause 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.
- 14.3 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.
- 14.4 The Hirer shall 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.
- 14.5 Failure to provide proof of insurance cover as required under clauses 14.4 and 14.5 prior to the Due Date will lead to cancellation of the Event at the Venue.

15 Catering

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 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.

17 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.

I have read and understood these conditions and agree to be bound by them.

Sign Date.....

Print Name.....

Name of organisation or company.....

Position with organisation or company.....