



CHURCH STRETTON TOWN COUNCIL PARKS & COMMUNITY SPACES CONDITIONS OF HIRE.

These Conditions apply to the hire of the following Church Stretton Town Council owned parks and public spaces:

- **Russell's Meadow**, Church Stretton, SY6 6AR
- **Rectory Field**, Church Stretton, SY6 6DQ
- **Sandford Avenue Recreation Park**, Sandford Avenue, Church Stretton, SY6 7JH
- **Church Stretton Streets & Recreation Areas**, including The Square and other approved public spaces

1. Booking Conditions

The completed Booking Agreement must state the exact period required for the hire, including all set-up, delivery, dismantling and clearing away time.

The Hirer must not access the site outside the agreed booking period without prior written approval from the Town Council.

Unless otherwise agreed in writing, all activities must finish by **11.00pm**, with the site vacated by **11.30pm**.

Hire charges shall be as determined by the Town Council and must be paid in full before the booking commences unless otherwise agreed.

2. The Hirer

The person signing the Booking Agreement shall be deemed the Hirer.

Where an organisation is named on the Booking Agreement, both the organisation and the individual signing shall be jointly and severally responsible for complying with these Conditions.

The Hirer is responsible for the conduct of everyone attending, participating in or working at the event.

3. During the Hire

The Hirer shall:

- use only the areas approved within the booking;
- ensure activities do not unreasonably disturb neighbouring residents or businesses;
- comply with all directions given by authorised Town Council officers;
- ensure adequate supervision throughout the event;
- prevent damage to grass, trees, flower beds, play equipment, furniture, paths and other Council property;

- ensure emergency access routes remain unobstructed at all times;
- maintain safe access for pedestrians where applicable;
- immediately report any accident, incident or damage to the Town Council.

4. At the End of the Hire

The Hirer shall ensure that:

- the site is left clean and free of litter;
- all temporary structures, equipment, signage and waste are removed;
- all refuse generated by the event is removed from the site unless otherwise agreed;
- any damage is reported immediately;
- the site is left in substantially the same condition as it was found.

The Council reserves the right to recover all reasonable costs incurred in reinstating the site following the event.

5. Insurance

The Hirer shall:

- hold appropriate Public Liability Insurance for the event. The minimum level of cover shall normally be **£5 million**, or such amount as required by the Town Council;
- indemnify Church Stretton Town Council against claims arising from the Hirer's activities, except where caused by the negligence of the Council or its employees;
- provide copies of insurance certificates upon request.

6. Health and Safety

The Hirer shall:

- carry out suitable risk assessments appropriate to the event;
- comply with all relevant Health and Safety legislation;
- appoint a competent person responsible for health and safety during the event;
- ensure emergency vehicles have unrestricted access at all times;
- provide appropriate first aid arrangements where necessary;
- ensure temporary structures are erected safely by competent persons;
- ensure all contractors operate safely.

7. Fire Safety

The Hirer shall:

- ensure emergency access routes remain clear;
- provide suitable fire extinguishers where required;
- ensure all persons involved know the emergency procedures;
- comply with any requirements imposed by the Fire & Rescue Service.

No bonfires, fireworks, sky lanterns or open fires are permitted without the prior written permission of the Town Council and any other necessary licences.

8. Barbecues, Cooking and Gas

Barbecues, catering equipment, LPG cylinders, generators and cooking appliances may only be used with prior approval from the Town Council.

Appropriate fire safety precautions must be in place at all times.

9. Noise

The Hirer shall ensure that amplified music, announcements and entertainment are controlled so as not to cause unreasonable disturbance.

The Town Council reserves the right to require sound levels to be reduced or activities to cease if complaints are received.

10. Alcohol and Licensing

The Hirer is responsible for obtaining any licences required under the Licensing Act 2003.

Where alcohol is sold, the Hirer must ensure a valid Premises Licence or Temporary Event Notice (TEN) is in place together with any Personal Licence holder required by law, or has designated someone in lieu and has detailed that on the Alcohol Licensing form.

Copies of licences must be supplied to the Town Council before the event.

11. Safeguarding of Children and Vulnerable Adults

Where children or vulnerable adults will be present during the hire (unless the hire is for a single private event), the Hirer must ensure that, where relevant, they have a Safeguarding Policy which includes DBS checks where required and appropriate minimum staffing levels.

Evidence of this must be provided to the Town Clerk upon request.

The Town Council reserves the right to refuse a booking or request references from two referees before accepting a booking.

12. Temporary Structures

The erection of gazebos, marquees, stages, fencing, inflatables, tents or similar structures must be approved by the Town Council.

The Hirer shall ensure all structures are erected safely and are suitable for prevailing weather conditions.

13. Vehicles

Vehicle access is permitted only with prior agreement.

Vehicles must remain on authorised routes and avoid damage to grassed areas wherever possible.

The Town Council may require protective measures to prevent ground damage.

14. Electricity and Generators

Where electrical equipment or generators are used:

- all equipment must be safe and suitable for outdoor use;
- generators must be adequately silenced where practicable;
- cables must be protected to eliminate trip hazards;
- fuel must be stored safely;
- electrical installations must comply with current regulations.
- They must not be accessible to public and have adequate safety measures around the equipment to ensure this.

The Town Council accepts no responsibility for failure of privately supplied equipment.

15. Environmental Responsibilities

The Hirer shall:

- minimise waste;
- encourage recycling where possible;
- avoid pollution of watercourses and drains;
- avoid damage to wildlife habitats;
- not attach signs, banners or decorations to trees without permission.

Single-use plastics should be minimised wherever practicable.

16. Advertising

Fly posting is prohibited.

Advertising within the site must be approved where appropriate.

The Hirer is responsible for ensuring promotional material accurately reflects the approved event.

17. Damage

The Hirer shall be responsible for any damage caused during the hire by themselves, contractors, exhibitors, participants or attendees.

The Hirer shall reimburse the Town Council for the reasonable costs of repair, reinstatement or replacement.

18. Town Council Rights and Responsibilities

- The Council shall not be liable for any loss arising from the breakdown of machinery, failure of electricity or gas supplies, leakage of water, fire, government restriction or Act of God which causes the accommodation to be temporarily closed or the hiring to be interrupted or cancelled.
- The Council accepts no liability for any loss or damage suffered by the Hirer, persons attending or persons supplying services arising from failure to use electrical equipment, whether Council-owned or otherwise, in a safe and proper manner. The Council further accepts no liability whatsoever for loss or damage arising from defective electrical equipment not owned by the Council.

- The Council reserves to the Town Clerk the right to stop any entertainment or meeting that is not properly conducted, is excessively noisy or if public safety is compromised.
- The Town Clerk, together with any person authorised by the Town Clerk, shall have the right of free and unimpeded entry at all times and for all purposes to and from the accommodation.

19. Cancellation

The Town Council reserves the right to cancel or terminate any booking where:

- these Conditions are breached;
- the event presents unacceptable safety risks;
- severe weather makes the site unsafe;
- emergency works are required;
- circumstances beyond the Council's control prevent the event proceeding.

Refunds will be considered at the Council's discretion depending on the circumstances.

20. Booking Administration

General Bookings

- All enquiries and bookings must be made through an authorised member of staff.
- Applications must be submitted using the prescribed booking form.
- Bookings will not normally be accepted from persons under 18 years of age.
- The booking must include sufficient time for preparation and clearing away.
- Entry and departure times must be strictly observed.
- Any additional time used will be charged at the applicable hourly rate.
- Bookings extending beyond **11.00pm** require prior written approval from the Town Clerk.
- The Town Council reserves the right to refuse or terminate any booking at its discretion.

Charges and Deposits

- Hire charges will apply at the rate of the current fees at the time of the event, and are subject to change in line with any yearly increases in price.
- The Town Clerk will determine the appropriate charging category.
- Where charitable rates apply, evidence may be requested confirming that funds raised benefit the stated local charity.
- A refundable damage deposit may be required before a booking is confirmed.
- Additional refundable deposits apply to certain facilities:

Deposits will be refunded following the booking provided no damage, excessive cleaning or breakages have occurred.

21. Compliance with Laws

The Hirer shall comply with all relevant legislation, including but not limited to:

- Health and Safety at Work etc. Act 1974
- Equality Act 2010
- Licensing Act 2003
- Environmental Protection Act 1990

- Fire Safety legislation
- Food Safety legislation (where applicable)
- Any conditions imposed by Shropshire Council, emergency services or other statutory authorities.