

CONDITIONS OF HIRE FOR THE COUNCIL'S PUBLIC OPEN SPACES

Concessionary Hire Rates	Apply to Community Groups, Charities and non-profit making organisations only
Private Hire Rates	Apply to Individuals, not engaged in commercial activity or in connection with any business and not for commercial gain
Commercial Hire Rates	Apply to hire by all parties other than those defined within Concessionary Hire Rates and Private Hire Rates usually in connection with a business and for financial gain
the Event	Means the Event, the subject of this application
the Site	Means the site of your proposed Event and includes the entirety of any larger area i.e. the whole Park / Open Space where only part is required for the Event REWORD

1. Summary

The Hirer accepts that this is the Hirers Event, with no cost or liability for The Council. The Hirer shall bear the full cost of providing the Event and all risks associated with the Event. The Site shall be left in the same state and condition as it was immediately before the Event. Owners and occupiers of properties near to the Site and the vicinity generally, shall not be inconvenienced, or suffer loss as a result of the Event.

The Council will not consider a hiring to be confirmed until receipt of this application form together with the appropriate fee, and the hire confirmed in writing by the Council.

The Hirer is not entitled to exclusive possession of the Site which shall at all times be subject of the rights of the Council and the general public to pass and repass over it.

2. Charges & Refunds

The whole of any hire charge shall be paid at the time of hiring.

In the event of cancellation of a booking, a refund of 75% of the hire charge will be made only if the Hirer gives 3 months' notice of cancellation. Where the Hirer gives less than 3 months' notice a refund of 75% will only be made if the Site is relet for the duration of the cancelled period.

The Council reserves the right to require payment by the Hirer of a deposit in a sum to be determined by the Council. The deposit will be held by the Council, for the purpose of ensuring compliance by the Hirer of these Conditions of Hire, until after the Event. The Council may deduct from the deposit all costs due to the Council under the provisions of the above clause.

3. Advance Hiring

Hirers may hire on a rolling year basis (i.e. 12 months from the date of booking). The hire fee shall be based on the fees in force when the hiring takes place.

4. Hours

Events may take place only between the Standard Hours of 09:00 and 21:00 hours daily. The Council may at its absolute discretion permit events to take place outside these hours. Any such consent given will be in writing and shall state the dates and times during which the Hirer may hold the Event. The Hirer shall not presume to have received the consent of the Council until formal consent in writing is received.

The Council reserves the right to specify permitted hours for any Event that are less than the Standard Hours specified above if local circumstances dictate.

Dismantling, clearing and cleaning of the Site shall be completed by 22:00 hours.

5. Risk Assessment and Event Management Plan

The Hirer shall produce an Event Management Plan (EMP) and / or carry out a risk assessment for the Event, and submit it to the Council not less than two months before the Event. Due to the varying nature of events, it is not possible to provide here an exhaustive list of points to consider in the EMP or risk assessment. The Hirer should consult, and have regard to the risk assessment guidance published by the Health and Safety Executive <http://www.hse.gov.uk/risk/>

As a minimum the Council shall expect the risk assessment to include:

- Road access to and egress from the Site
- Hard standings required on the Site
- Gantries, temporary stands / structures / buildings to be provided by the Hirer
- Electrical equipment installations and power supplies including the location of and routes of cabling
- Vehicles, including trailers to be taken onto the Site and any adjoining land of the Council
- Health and Safety, including the appointment of a Health and Safety Officer
- Accident and incident reporting
- Slipping and tripping risks
- Site specific risks, for example ponds, rivers, steep embankments, trees, adjoining properties
- Use of machinery
- Use of generators and storage of fuel (petrol generators should not be used)
- Manual Handling
- Access and facilities for disabled persons
- Crowd management including avoiding pinch points
- Training and briefing of Event personnel
- Safety and security of site, customers and all personnel including use of safety / security barriers
- Security/safety barriers
- Public address systems
- Lighting
- Food, and drink, including alcohol
- Noise including noise from persons and amplified sound
- Public and private nuisance, for example from noise

- Firework displays
- Fire: risk of, prevention, and provision of fire-fighting equipment
- Access for emergency services
- Consideration of adjoining premises and resident consultation
- Certificates for example catering, electrical certificate from a qualified electrician, gas safety certificate from a qualified gas engineer and any other legally required form of certification for the Hirer's own equipment including electrical equipment and funfair rides
- Child Protection
- Risk assessments for fairground rides and inflatable bouncing devices
- Sub-Contractors own risk assessments
- Use of animals
- Inclement weather arrangements

The Hirer shall, in the Risk assessment, certify that all known, actual and potential risks have been addressed and reduced to a minimum or to an acceptable level

6. Vehicular Access to the Site

Vehicles are not permitted to enter the Council's parks and public open space except under very limited circumstances.

No vehicle shall be permitted to enter upon the Site unless specifically authorised by the Council. Unless authorised to remain on the Site, vehicles shall vacate the Site immediately after each loading or unloading.

The Hirer shall comply with any conditions imposed by the Council which limit access by vehicles to the site or which limit access to certain parts of the site.

If closure of any road is unavoidable, the Hirer shall apply for any necessary temporary road closure orders.

If the Event requires closure of a road, please see link below:

<http://www.testvalley.gov.uk/transportparkingandstreets/temporary-road-closures-for-public-events>

7. Care of the Site

The Hirer shall:

- a. not make any permanent attachments, either to the surface of the Site or to any furniture, fittings or equipment or permit the same by any person in connection with the Event.
- b. not tamper with or remove any fixtures, furniture or signage.
- c. not cause any damage to the surface of the Site or to any furniture, fittings or equipment on the Site or permit the same by any person in connection with the Event.
- d. throughout the period of hire, arrange for the regular cleaning and removal of food waste, litter, rubbish and detritus from the Site and disposal of the same sufficient to keep the Site clean and tidy and in order to prevent accidents.

- e. not use the land for launching Helium Balloons and Sky / Chinese lanterns as this is strictly prohibited

At the expiration of the hire period:

- a. make good all damage caused to the site for example, by filling and levelling the ground where disturbed by vehicles and pedestrians, and reseed grass, repairing/replacing any damaged fencing, trees and shrubs, replacing damaged signage, litter bins and other similar items.
- b. leave the Site in a clean and tidy condition, free from all equipment, personal items, litter, rubbish, detritus, items brought onto the Site by the Hirer, his spectators, visitors, contractors, employees, servants and agents, in connection with the Event. The Hirer is responsible for the spread of any litter from the Event directly attributable to the Event.
- c. The Hirer shall arrange for recycling of litter and waste where it is reasonable to do so
 - For Events run for the benefit of a charity the Council can arrange for the litter picking of the Site and disposal of litter after the Event closes but will make a charge to the Hirer for doing so.
 - In the absence of an agreement in writing with the Council in this respect, the Hirer shall presume that responsibility for litter picking and disposal of litter remains with the Hirer.
 - If the organiser chooses to use a waste disposal contractor other than the Council, they must first seek approval of the proposed contractor from Test Valley Borough Council.
 - The organisation must ensure that the waste disposal contractor holds the following licences [Valid Waste Collection Licence]. A copy of this licence must be provided to Test Valley Borough Council 14 days before the event. In addition, the organiser must obtain [Waste Transfer Notes post-event and provide these to Test Valley Borough Council within 14 days of the end of the event.
 - The organiser will be liable to prosecution if they fail to comply with, or breach the requirements of the Environmental Protection Act 1990.

8. Health and Safety

Generally

The Hirer shall have the utmost regard for the health and safety of all persons who may be affected by the Event, whether or not they are persons engaged by the Hirer, persons attending the Event or the general public. This duty covers the entire period of hire including the setting up and clearing of the Site.

The duty of care shall include a duty to protect the environment by avoiding or reducing to the minimum or to acceptable levels, the emanation of litter, smells smoke or fumes in the area

The Hirer shall notify the Council's Community and Leisure Services of any accident or incident that occurs on the Site, at the latest by the next working day.

The Hirer shall as soon as possible, provide copies of witness statements, photographs and

sufficient for the Council to understand the nature of the accident or incident.

First Aid

The Application Form shall include the consideration of the provision of first aid facilities. These shall be adequate for the Event and appropriate to the expected numbers of people in attendance.

Food

All food and drink providers shall comply with the requirements of the Food Safety Act 1990, The Food Safety and Hygiene (England) Regulations 2013 and any other relevant food legislation

The Hirer shall provide Test Valley Borough Council with details of all food and drink providers at least 6 weeks before the Event. This information will be passed on to the Councils Housing and Environmental Health Service who may contact you.

You should only use food and drinks businesses who are registered with a local authority Environmental Health service. The business should be able to tell you the name of their registering authority.

You should not use any food or drink supplier who has never had a food hygiene inspection by a local authority.

For food and drink businesses which are included in the scope of the national food hygiene rating scheme, you should only use those who have a current rating of 4 (Good) or 5 (Very good).

Vehicular Access to the Site

Pedestrians shall have absolute priority over vehicles on the Site and drivers shall restrict the speed of their vehicles to a maximum of 5 miles per hour.

Movement of vehicles upon the Site shall be restricted to the minimum and any large vehicle movements should have a banksman in attendance.

Equipment and temporary structures

All items brought into the Site by the Hirer or persons on behalf of the Hirer, in connection with the Event shall be transported, stored used and protected so as to avoid injury to persons within the Site.

Some temporary structures, such as gantries, stages, seating stands, scaffold structures, large marquees and fencing in excess of 2.5 metres high, may be subject to inspection by the Council's Building Control Service.

Electricity Supply and Electrical Equipment

No electricity supply of 12.0 volts and above shall be installed to any part of the Event without the written permission of the Council's Community and Leisure Service.

Any temporary structure to which an electricity supply is provided shall be equipped with current operated earth leakage trip circuit breaker.

Electrical equipment, including cabling shall:

- Be suitable to perform the task for which it is intended.
- Be installed / set up and dismantled by a competent person who, where necessary, is trained in the assembly, disassembly and use of such equipment.
- Be protected from rain and water or designed in such a way that it is not affected by rain and water.
- Not be connected to any electrical supply unless it has first undergone and passed portable appliance testing (PAT testing) under the Electricity at Work Regulations 1989 whether or not PAT testing is mandatory in the circumstances;
- Be set up and maintained in accordance with the provisions of the Health & Safety at Work Act 1974.

Generators shall be of the “silent” type and segregated from the public by suitable enclosures, fencing or barrier as appropriate.

Electricity cables shall be as short as possible, not coiled and not laid along the ground. Where unavoidable, electricity cables laid along the ground shall be protected in such a way as not to create a risk of tripping or suffer damage caused by persons walking on them or vehicles crossing over them. Thin rubber matting is unsuitable in this respect.

The Hirer shall ensure that the loading on any electricity supply shall not exceed the rated capacity of such supply.

Children and vulnerable people

The risk assessment shall fully consider the implications of children and vulnerable people being involved in any way with the Event. The Hirer shall arrange for Event staff and volunteers with access to such persons to have a successful DBS check carried out against them.

To ensure inclusion for everybody, the hirer should consider the provision of temporary seating for people with limited mobility or a disability which would otherwise prevent them from being able to fully participate in the event. This is especially important if entertainment is provided which encourages participants to sit down within the site.

Firework Displays

Firework displays can be particularly dangerous. Firing of fireworks shall only be undertaken by a qualified person or by a professional private contractor. The Hirer should consult the section of the HSE internet site which deals with firework displays and heed the information and guidance provided.

Fairgrounds

The Hirer shall have regard to the guidance issued by the Health and Safety Executive.

Fire Safety

Fire safety equipment shall be provided and maintained in good working order.

As a minimum the Hirer shall provide fire extinguishers suitable for the fighting of fires that may possibly occur on the Site during the Event and competent people to use them.

The Hirer shall ensure that entrances to the Site, including those not normally used, are not obstructed and that vehicular access can be gained at all times to the Site by emergency vehicles attending incidents on the Site or adjoining property.

Music, microphones and megaphones

The Hirer shall comply with any Premises Licence and / or any Temporary Event Notice in respect of live music performances or the playing of recorded music for the Event.

In the absence of either a Premises Licence or a Temporary Event Licence then neither live amplified music performances nor the playing of recorded music is permitted.

Where live or recorded music is licenced or the subject of a Temporary Event Notice, the volume level of such music and any microphone or megaphone shall be kept within a reasonable limit. If in the opinion of the Council, the volume of any live music, or amplified sound is excessive, the Council reserves the right to require the Hirer to reduce the volume.

Where music is provided, the Hirer shall nominate a responsible person to monitor such music to ensure it complies with the clause above. They will carry a mobile phone and be contactable by the Council during the full extent of the Event. The Hirer shall provide the Council with the name and number of this person no later than 12hrs before the Event.

Toilets and hand washing facilities

The Hirer shall provide any temporary toilet accommodation together with washing facilities which are required for the Event including facilities for disabled persons.

Toilets shall be provided at a level adequate for the Event. A suggested guide is one toilet per 100 attendees as a minimum and more if food and alcohol are served.

9. Emergency Services

The Hirer is responsible for notifying the Police, Fire and Ambulance Services of the proposed Event.

10. Illegal or Immoral Use

The Hirer shall not use the Site for any illegal or immoral purpose or in such a way that, in the opinion of the Council, has brought or may bring the Council into disrepute.

11. Animals

The activity of keeping or training animals for exhibition as a business for educational or entertainment purposes generally requires a license under the Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018. Accordingly, animals shall not be used in connection with any Event unless specifically authorised in writing by the Council. Animals (which include fish, birds and insects) shall not be offered for sale, sold or awarded as a prize, or used as part of a circus.

12. Indemnity and Damages

The Hirer shall upon demand reimburse to the Council the full cost of:

- a. Making good all damage caused to the surface of the Site, and any adjoining road, street furniture, fittings and equipment where cost is incurred as a result of the Hirers breach of these Conditions of Hire.
- b. Cleaning, litter rubbish, detritus and other items brought into the Site by the Hirer, their visitors to the Event, their employees, servants and agents in connection with the Event, where cost is incurred as a result of the Hirers breach of these Conditions of Hire.
- c. The Hirer shall be liable for, and shall indemnify the Council against any expense, liability, loss claim or proceedings whatsoever in respect of:
 - Personal injury to, or death of any person arising out of the hire of the Site in connection with the Event.
 - Damage, theft or loss of any property, goods, articles or things whatsoever placed, deposited brought into or left upon the Site either by the Hirer or by any other person in connection with the Event.
 - The owners or occupiers of any premises on the Site or the vicinity.

The Council shall not be liable to the Hirer for any loss or damages due to anything beyond the reasonable control of the Council which may cause the Site to be temporarily closed or the hiring to be interrupted or cancelled.

The Council's employees may, but shall not be obliged to, remove or store any property left by the Hirer or any other person in or upon any part of the area after the expiring of the times provided for the use of High Street. The Hirer shall pay to the Council on demand the full cost of such removal and storage. The Council and their Officers and servants shall not in any circumstances be held responsible for damage to or the theft or removal of any such property.

No vehicle, equipment, structure or any goods whatsoever required in connection with the Event shall be placed within two meters of the trunk or the branches of any tree upon the Site or the vicinity.

Windows, doors, entrances and exits to premises within the Site and the vicinity shall not be obstructed.

13. Insurance

The hirer shall take out adequate public liability insurance suited to the proposed Event in a sum not less than five million pounds (£5,000,000.00) for each claim and shall provide to the Council a copy of the schedule to the policy.

For higher risk Events, for example Fun Fairs, the Council may require public liability insurance in a sum of not less than ten million pounds (£10,000,000.00) for each claim.

It shall remain the responsibility of the Hirer to ensure that all sub-contractors, individuals and organisations participating in the Event have in place public liability insurance sufficient to cover the total of all potential claims against that individual or organisation. As a guide this is likely to be for a minimum of five million pounds (£5,000,000.00).

14. Copyright

The Hirer shall not knowingly infringe any copyright during the Event or permit others to do so.

15. Licences

The Hirer shall comply in all respects with the conditions endorsed on any existing Premises Licence relating to the Site, a copy of which will be provided by the Council on request.

The Hirer shall obtain a Temporary Event Notice (TEN) for Events not included within any such Premises Licence.

The Hirer shall notify the Council's Community and Leisure Service before applying for any licences necessary in pursuance of the above Condition.

The Hirer should contact the Council's Licensing section for advice regarding licensing issues.

16. Furnishings and Equipment

No flags or emblems or other decorations shall be displayed on the Site without prior written consent of the Council.

17. Sub-Letting

The Hire is personal to the Hirer and not assignable. Any assignment shall automatically terminate the Hire agreement and the Hire Fee shall be forfeited to the Council.

The Hirer shall not sub-let the hired parts of the Site without the prior written consent of the Council. This Condition is not intended to prevent the Hirer from sub-contracting with performers or others to provide input to the Event provided that such persons are at all times answerable to the Hirer for their conduct.

18. Fly Posters, Bills and Advertising

The Hirer shall not advertise nor permit advertisement of the Event by way of fly posters, bills or other notices which is an offence under Section 132 of the Highways Act 1980 or Section 43 of the Antisocial Behaviour Act 2003.

The Council has two sites in Andover plus one in Romsey and one in Valley Park which may be used for advertising events, free of charge. Use of these sites is restricted to the display of banners promoting non-commercial, charitable, community events only and is subject to availability of space.

<http://www.testvalley.gov.uk/business/towncentremangement/charity-banner-sites>

Legislation

All activities in connection with the Event shall be carried out in accordance with any statutory provision.

19. Termination or Closure of the Event

Any breach of these Conditions by the Hirer is a material breach. Without prejudice to any rights or remedies that have accrued under these Conditions, the Council reserves the absolute right to terminate the Hire agreement if the Hirer has breached or appears to be in breach of these Conditions or has demonstrated a clear disregard for them. The Council shall have no liability to compensate the Hirer if the Hire Agreement is terminated under the provisions of this Condition.

The Council reserves the right to require the Hirer to cancel or close the Event:

- due to inclement weather; or, if there is risk to personal safety; or if the Council adjudge that the Event has brought, or may bring, the Council into disrepute.
- due to an act of God, civil emergency or any reason beyond the reasonable control of the Council

The Hirer shall notify the Council in writing if he / she intend to cancel the Event.