

Stamford Town Council – Programmed Events – Hire Terms and Conditions

Please take time to read through these conditions and familiarise yourself with them as they form the basis of the agreement between Stamford Town Council and the hirer.

DEFINITIONS:

In these terms and conditions, the following terms shall have the following meanings:

“Agreement” means these Terms and Conditions together with the Hirer’s completed and signed Initial Request Form, Application Form, Supplementary Information, Event Management Plan and any other documents agreed by the parties.

“Initial Request Form and Application Form” means the ‘Programmed Events – Initial Request Form’ and ‘Programmed Events - Application Form’, to which these Terms & Conditions are attached.

“Authorised Representative” means the persons respectively designated as such by the Council and the Hirer.

“Council” means Stamford Town Council.

“Deposit” means the amount payable by the Hirer to the Council as security for any damage caused to the Site by the Hirer, its Supplier(s), its employees or agents before, during or after the Event, or to cover liability arising for the Council resulting from breach of the Agreement by the Hirer as set out as estimates in the Stamford Town Council – Programmed Events – Hire Terms and Conditions.

“Event” the Council considers an activity in a park or open space to be an event if the organiser has invited others (open invitation or private) to attend, either as spectators, customers, or participants, and at least one of the following statements is true:

- The organiser or attendees bring any level of infrastructure into the park including tables, chairs and gazebos.
- There will be 50 people or greater present.
- The activity is intended to promote a product, organisation, business etc.
- The organiser intends to restrict access to an area within the park or open space.
- The organiser or attendees are attempting to raise funds or generate profit from the activity
- Where activities are proposed (licensable or other) which may constitute an event (at the discretion of the Stamford Town Council Amenities Committee).

“Event Management Plan” means the Hirers written plans, policies and procedures created in relation to the delivery of the Event.

“Permission in Principle” means written permission from the Council for the Hirer to proceed with the Event.

“Event Permit” means written permission from the Council for the Hirer to proceed with the Event following the pre inspection

“Hirer” means the individual or organisation responsible for the hire, as named on the Application Form.

“**Hire Fee**” means the fee payable by the Hirer, as notified in writing by the Council when confirming to the Hirer that their initial request has been given permission in principle.

“**Hire Period**” means the period during which the agreed hire will begin and end, where the Hirer shall be bound to comply with these terms and conditions.

“**Infrastructure**” means any physical structures or equipment.

“**Site**” means the Recreation Ground, Meadows or Bandstand, as specified on the Initial Request Form and Application Form, or otherwise agreed in writing between the Hirer and the Council.

“**Supplier**” means any company, charity or individual(s) engaged by the Hirer to perform any duties or activities at the Event, to include any employee, contractor (sub-contractor) or agent of the Hirer. To clarify, this will include any artists, traders, concessions, service providers, production suppliers

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1. GENERAL CONDITIONS

- 1.1. Subject to acting reasonably, Stamford Town Council as landowner reserves the right to refuse any application to book an event.
- 1.2. Please note that Stamford Town Council reserves the right to cancel events with minimal notice due to unforeseen circumstances e.g. elections, ground conditions, pandemics.
- 1.3. The Council reserves the right to restrict the use of any sites at any given time, or to use areas of the event space for its own use during events.
- 1.4. The Council may refuse permission for travelling fairs and circuses to be sited on the Land unless Certificates of Fitness relating to every ride in the fair can be produced. Each such Certificate must be valid for the period of hire with Stamford Town Council & produced with Insurance documents not less than 16 days prior to hire, as outlined in 2.3 below.
- 1.5. The event proposed must be one that the Amenities Committee Council deems to be suitable to be hosted on the Recreation Ground, Meadows or Bandstand event space. Other locations may be recommended should the committee identify there are better suited alternate locations, i.e. other parks.
- 1.6. The Council reserves the right to update or modify the terms and conditions at any time without prior notice and the Hirer agrees to abide by the most recent version of the terms and conditions as notified to the Hirer.
- 1.7. The hirer will observe any instructions given to them by an Officer of Stamford Town Council and will remove anything connected with the event immediately upon request.
- 1.8. The Council's Deputy Town Clerk or officer delegated by the Deputy Town Clerk shall be allowed access at any time onto the Land to carry out inspections and any decisions made by the Officer regarding safety and fitness of use will be binding. If it is necessary for the Council's Officer to make more than one visit to the site, the hirer will be responsible for bearing any additional cost. The Hirer shall ensure that the Officer inspects the Land before the public are allowed access onto the Land.
- 1.9. Commercial helicopters are not permitted to land on any sites.
- 1.10. Drones will not be allowed to be used on or over Stamford Town Council land without permission and permission has been granted by the relevant Air Traffic Service unit.
- 1.11. The Hirer must comply and ensure that all participants of the Event comply with all legislation related to the coronavirus pandemic as might be amended from time to time and to any other endemic or pandemic event. The Hirer acknowledges that the coronavirus pandemic is not a Force Majeure event for the purposes of the Agreement between the parties and that any restrictions affecting the Hirer as a result of the coronavirus pandemic and related legislation do not relieve it from complying with its obligations under the Agreement including payment of the fees and charges.
- 1.12. Pyrotechnics (including fireworks, stunt performances etc.) will not be permitted at any event without prior written permission of Stamford Town Council. This permission will only be considered following a detailed risk assessment being provided by the event organiser to be included with the Initial Request Form, at least 6 weeks prior to the date of the event.
- 1.13. The Hirer must not light any fires (to include but not limited to barbecues) on the Site, without the prior written consent of the Council.

2. DOCUMENTATION

- 2.1. You must provide the following 16 days (depending on scale of your event) prior to the date of your event. Until this has been received your booking will remain provisional.

Please tick everything you have included with your application; anything you haven't included please indicate a suggested timeline for inclusion.

- Completed and signed Online Application Form
- Deposit (see section 4) – This will be either by Bacs, Card or Cash paid 5 days before the event.
- Full Site Plan
- Event Management Plan
- Full Risk Assessment
- Copy of Public Liability Insurance (please note, policy cover must be for £5 million or over and £10 million for fairground rides)
- Traffic Management Plan
- Contingency and Emergency Plan
- Fire Risk Assessment
- Waste Carriers License
- Signed Terms & Conditions

Depending on your event you may also need to provide us with the following licenses, the Amenities Committee will advise you if you are not sure.

- Amusement Device Inspection Procedures Scheme (ADIPS)
- TEN (Temporary Events Notice for alcohol)
- Gas Safety Certificates (if you have traders using gas at the event)
- Food Safety Management System (of any of your traders)
- Food Hygiene Training Certificates (of any of your traders)
- Copy Food Hygiene Rating Sticker (we only accept 3 or higher within our land)
- Waste Carriers License
- Performing Rights Society (PRS) License
- Phonographic Performance Ltd (PPL) License

- 2.2. As event organiser you are responsible for carrying out a Risk Assessment for any activities being undertaken and to ensure full compliance by all those organising, performing and attending the event and a copy of your written assessment must be included with the Application Form.
- 2.3. Not less than 16 days prior to the commencement of the period of use, the hirer shall provide to the Council a Site plan showing the positioning of all erections, vehicles, caravans, appliances and any other Equipment to be used in connection with the running of the event, (hereinafter collectively referred to as the "Equipment"), together with Public Liability Insurance documents and test certificates (e.g. ADIPS) for all rides to be approved by the Council, including those used as living quarters by the staff of the Hirer.

3. APPLICATION AND APPROVAL

- 3.1. The event must not be of a political or contentious nature.
- 3.2. Prioritisation and usage for commercial and charity/community bookings will be determined by the Amenities Committee to enable the best balance between use of the venue and impact on residents.

- 3.3. In order for the Council to consider an application, the Hirer must complete and submit an Initial Request Form.
- 3.4. The Council shall require as much Information as they consider necessary to enable them to properly consider the Initial Request, and further information and clarifications may be sought from the Hirer at any stage.
- 3.5. When considering each application, the Council will adopt the following criteria:
- To scrutinise the historical record of positive and negative experiences in respect of the Hirer and similar past events.
 - The provision of specialist and general-interest activities for the general public.
 - To provide a variety of activities appealing to different sectors of the community.
 - To attract visitors to Stamford
 - To provide added value and other benefits to the town and for its residents.
 - To encourage innovation through supporting activities new to Stamford.
 - To limiting environmental wear and consequential damage to each space in having regard to the time of year and future events scheduled.
 - To minimise disruption to the town in general and in particular neighbouring residents and other users of the Meadows and Recreation Ground.
 - To maintain safe access across the sites for the continued routine use and enjoyment of members of the public.
 - The organisational commitment of the Hirer demonstrated and the provision of adequate and detailed plans to identify and mitigate any and all potential nuisances.
- 3.6. Upon the grant of permission in principle the Hirer must complete and submit an Application Form.
- 3.7. The completed Application Form together with the Supplementary Information must be submitted in accordance with the timescales below:

Items to be submitted	Received by
Application Form and Documentation- Small Events	16 days before event
Application Form and Documentation- Large Events	4 Weeks before the Event
Fee and Deposit	5 days before event

- 3.8. The Hirer acknowledges that it has read and understood the Application Form of which these Terms & Conditions form part, and it has had an opportunity to carry out a thorough due diligence exercise, including the opportunity to take any appropriate independent legal or financial advice prior to entering into the Agreement.
- 3.9. A site meeting will need to be arranged between the Responsible Representative of the organising body and a representative of the Town Council before any access is granted to the site.
- 3.10. The Council will give Approval for the Event to proceed at the Site by issuing a formal written notice to the Hirer. The Hirer must hold a copy of the “Event Permit” on Site during the Event Period.
- 3.11. Electrical connection/power can be arranged, there is an additional charge for the connection.

- 3.12. Entry on to the site will not be permitted until an Event Permit has been issued; any deposits or other fees have been paid by the Hirer and until all requested policies of insurance and Health and Safety documents have been submitted to the Amenities Committee.

4. FEES, CHARGES AND PAYMENT

- 4.1. The Fee payable by the Hirer shall be in line with the ‘Stamford Town Council – Programmed Events Charges’ document. This document will be reviewed at the beginning of each financial year.
- 4.2. Upon the Council’s ‘Permission in Principle’ of an Initial Request Form the Hirer will receive written clarification of the Fee and you will be required to confirm to the Council in writing that they wish to proceed with the application on that basis within five working days from the date of notification by the Council of Permission in Principle once confirmed by the Hirer the Application Form will be issued.
- 4.3. The Council shall notify the Hirer of the sum’s payable for the hire of the site (the “Fee”) and the Hirer shall pay the Fee thereon by Bacs, card or cash to be received by the Council 5 days in advance of the On-Site Date, unless otherwise agreed with the Amenities Committee.
- 4.4. Payment must be cleared within 5 days in advance of the commencement of the Event Period. If payment has not cleared by this time, Approval will be withheld, and the Site will not be made available to the Hirer.
- 4.5. The Hirer may be required to pay a deposit in relation to possible damages. In the event of such a deposit being insufficient to cover the reinstatement costs, an invoice will be raised to meet the additional costs (the Hirer must make the payment in accordance with the terms of the invoice). Where the deposit amount exceeds the cost of the reinstatement, the additional funds will be refunded to the Hirer.
- 4.6. The deposit will be fully refunded once it is established there are no repairs or clearance needed. The level of the deposit is set out below the level will be confirmed following the receipt of the Application Form; this is based on risk of damage.
- A deposit of £250 will be required to cover consequential loss and damage plus additional staff related costs in addressing any damage or losses incurred following the event.
 - Any event or hire with vehicles over 3.5-ton lorries, caravans, fairground rides will be required to leave a deposit of £500 to cover consequential loss and damage following an event and any cost over this amount will be required to be paid by the organisers.
 - A deposit of £50 will be required for the key/code to access the site.
- 4.7. We do charge for the use of electricity and water which is provided on site at the events field. This is charge at a usage rate and meter readings will be carried out at the pre and post inspections
- 4.8. At the discretion of the Council, a fee may be charged for use of the Meadows and/or Recreation Ground for approved events. Fees are reviewed annually. In respect of approved charities and similar non-profit organisations making no admission charge, the minimum fee will be a peppercorn rent of £1 to satisfy the requirements for the creation of a legal contract for use of the grounds this will be agreed by the Council. In respect of all other events, the fee will vary according to anticipated attendance numbers, any admission charges and any other commercial considerations that may be deemed appropriate by the Council.

5. EVENTS EXEMPT FROM A DEPOSIT CHARGE

- 5.1. The criteria detailed below will identify those events which are exempt from the deposit charges. Hirers for exempt events will still be required to complete the necessary application process and have all the necessary documentation in place prior to permission being granted.

EXEMPT EVENTS

- Events with very small numbers (less than 50) that has no infrastructure and wish to use areas for picnics, walks and educational purposes

- 5.2. In all cases it will remain at the discretion of the Amenities Committee as to how the deposit is applied.

6. DAMAGE TO SITE

- 6.1. Any damage to the grassed areas and/or tarmac will be charged for. A deduction will be made from the deposit for any costs incurred in so doing. Should the Council incur costs for additional litter clearing and/or reinstatement works to the grassed area and/or tarmac and/or structures on any site in excess of the deposit amount, an invoice for the balance due will be forwarded to the Hirer for immediate settlement
- 6.2. The Council's decision on any matter affecting the use of the Land by the hirer, any damage arising from such use and any costs incurred as a result of that use shall be final and binding on both the Council and the hirer.
- 6.3. The Hirer shall pay any expenses incurred by the Council in carrying out any work necessary in preparing the Land for use by the Hirer including the erection of barriers and fences.
- 6.4. In no circumstances shall Equipment be taken on to the Land when the state of the ground is such that damage is likely to be caused or inconvenience is caused to the public, save that nothing contained in this clause shall affect the responsibility of the Hirer under clauses 11.2, 11.7 & 12.10
- 6.5. The Hirer will be held responsible for the cost of the Council restoring the Land to its condition immediately prior to the Period of Use, the repairing of any damage to the Land arising out of the Hirer's use and the clearing of litter and debris not cleared away by the Hirer to the satisfaction of the Council by not later than noon on the day after the period of use. Any costs arising from any default under this clause shall be enforced against myself and or the Hirer on whose behalf I sign and accept these Conditions of Use.
- 6.6. The Hirer shall not affix or install any equipment or Infrastructure at the Site unless permitted to do so by the Council. Any equipment or Infrastructure used must be removed at the end of the Event Period. The Hirer shall ensure that its activities, infrastructure, vehicles or equipment used, shall not cause damage to the ground, buildings, fences, furniture, plants or wildlife on the Site. If damage occurs, the Hirer will be liable to the Council for the full cost of any repairs or reinstatement works which will be carried out by the Council's nominated contractor and for any other losses, costs or damages resulting from the Hirer's or the Hirer's agents, employees, suppliers or contractors' actions or inaction.
- 6.7. Where the Council, at its sole determination, decides that the Hirer, its Supplier(s), its employees or agents has caused or allowed to be caused damage to the Site or any neighbouring property, the Deposit shall be refunded in full to the Hirer within 6 weeks from the end of the Hire Period, less the cost of repairing or replacing the property. Where the Deposit sum is not sufficient to cover the cost of repairing or replacing the property, the Council shall retain the Deposit in full and the Hirer shall be liable to the Council for the remaining cost of repairing or replacing the property.

- 6.8. Where the Council, at its sole determination, decides that no damage has been caused to the Site or any neighbouring property by the Hirer, its Supplier(s), its employees or agents before, during or after the Hire Period the Deposit shall be refunded to the Hirer in full within 6 weeks from the end of the Hire Period.
- 6.9. In the event that the Hirer, its Supplier(s), its employees or agents fail to comply with the Agreement and the Council suffers damage, costs, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise arising from or in connection with the Agreement, or caused by a breach by the Hirer or its Supplier(s), its employees and agents then the Council may at its discretion deduct and retain the cost of the damage costs, losses, claims, demands or proceedings from the Hirer's Deposit. In the is greater than the value of the Hirer's Deposit, the Hirer shall be liable to the Council for the remaining damage, costs, losses, claims, demands or proceedings.

7. HIRER'S OBLIGATIONS

- 7.1. The Hirer will ensure that all information included in the Application Form at the time of making the Application is correct, and shall ensure that any subsequent changes to such information during the application process and where applicable during the Event Period are communicated as soon as is reasonably practicable, in writing to the Council for consideration
- 7.2. The Hirer is required to inform the Amenities Committee at the time of application, or otherwise in writing, about all Event activities (section 3, part A of the Application Form), infrastructure and vehicles (section 3, part B of the Application Form), proposed to take place on, or be brought to the Site as the case may be.
- 7.3. The hirer will comply with the requirements or regulations of any national governing institution which lays down regulations so far as the proposed event is concerned.
- 7.4. The Hirer shall be required to attend both a pre-event and post-event inspection of the site with the Council (at a time and date agreed upon between the parties) to survey and record (including the use of photographs) the then current state and condition of the site.
- 7.5. The Hirer must confirm to the Council, and supply evidence upon request, that all Supplier(s) are properly qualified to carry out the proposed activities in relation to the Event.
- 7.6. The Hirer shall be responsible and liable for the management of the site and all activities thereon from the On-Site Date to the Off-Site Date (inclusive)
- 7.7. The Hirer shall ensure that no nuisance, annoyance, or inconvenience of any kind whatsoever shall be caused to the Council or owners or occupiers of adjoining or neighbouring properties caused directly or indirectly by the Hirer's use of the Land. To this end all commercial Events must end no later than 10.00 pm.
- 7.8. Lists of trade and charity stand holders and a site plan must be submitted at least four weeks prior to the event in respect of large-scale events, and at least 16 days prior in respect of all other events.
- 7.9. The Hirer shall, and shall ensure that its Supplier(s), at all times exercise the rights and duties under the Agreement in a proper and responsible way, and ensure that the Event proceeds smoothly and safely, and does not interfere with other users of the Site, neighbours or local traffic.
- 7.10. The Hirer shall, and shall ensure that its Supplier(s), observe and perform all reasonable requirements of the Council relating to the Agreement. The Hirer shall, and shall ensure that its Supplier(s), have adequate arrangements in place for the protection of children and vulnerable people. Where applicable, this shall be demonstrated through the provision of a safe-guarding minors and vulnerable persons policy/statement as

part of the Supplementary Information submission. Children's entertainers and suppliers will hold the necessary DBS (Disclosure and Barring Service) and Public Liability Insurance.

- 7.11. The Hirer will report any incidents, accidents or health and safety issues to the Amenities Committee as soon as is reasonably practicable and complete accident/incident forms as required.
- 7.12. All officials and stewards at an event must wear identifiable tabards and ID badges.
- 7.13. The Hirer must remove any equipment, Infrastructure and rubbish from the Site after the Event and leave the Site, at the end of the Event Period in the same condition as at the commencement of the Event Period. Failure to comply could result in the Hirer being charged for the costs of any reinstatement or clearance works required (which will be carried out by the Council's nominated contractor).
- 7.14. The Hirer is not permitted to display any signage or advertisements (e.g. by way of posters/banners/flyers or other means) on any part of the Site (to include notice boards, fencing, railings, trees or plants), without the prior written consent of the Council.
- 7.15. The Council reserves the right to require the Hirer at its own cost to modify the content of, replace or remove signage if the Council at its sole discretion considers them unsuitable for public display. Failure to comply will result the Council removing them and then charging reinstatement costs to the Hirer.
- 7.16. If consent is granted the Hirer may display signage/event advertising at the hired site for up to 21 days before the Event and it must be removed no later than 3 days after the end of the Hire Period. The Hirer must ensure by checking on a daily basis that signage is securely fixed and undamaged.
- 7.17. The Hirer must act responsibly regarding sustainability; the environmental impact of events should be minimised with demonstrable efforts made to improve event sustainability year on year.

8. LICENSING AND ENVIRONMENTAL HEALTH

- 8.1. A licence is necessary for some activities including street trading, sale of alcohol or regulated entertainment. The Hirer must not carry out any licensable activities unless authorised by the Council or relevant authority to do so. If the event includes licensable activities, the hirer is responsible for obtaining a Temporary Event Notice from South Kesteven District Council, under The Licensing Act 2003. A copy of the application must be sent to Stamford Town Council, followed by a copy of the consent immediately upon receipt - and in all cases, before the event takes place.
- 8.2. If the Event involves public performances and/or broadcast of musical works, the Hirer will be responsible for applying for Performing Right Society (PRS) and/or Phonographic Performance Limited (PPL) licences as required. The Hirer must supply a copy to the Amenities Committee.
- 8.3. Confirmation of their food registration with the Local Authority where the van/unit is stored overnight (Correspondence for the Local Authority will suffice)
 - Confirmation of their food hygiene rating or proof that they are exempt. Food traders must have achieved a 'Food Hygiene Rating Scheme (FHRS) score of 3 or above at their last local authority food hygiene inspection as a minimum.
 - All Hirers handling food must have received formal food hygiene training to a minimum of level four Award in Food Hygiene in catering within the last five years, awards must be issued by a recognised training provider.

- All food businesses must provide information about allergenic ingredients used in foods sold or provided by them. Details of the allergens will be clearly listed in an obvious place such as a menu, chalkboard or information pack. Where not on show you will need to signpost to where it can be obtained. Further information on allergen information can be obtained from the 'Food Standards' Agency' website: www.food.gov.uk/businessindustry/allergy-guide

8.4. The Hirer and its Suppliers shall comply strictly with all current legislation relevant to the Event including the Food and Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995, Health and Safety Legislation and any health and safety plans agreed with the Council.

9. LICENSED BARS

9.1. Notice of any proposed beer tent/bar MUST be included within your application. The position of the bars must be agreed with the Amenities Committee in advance of the event.

10. FAIRGROUND RIDES

- 10.1. The Hirer must not bring a funfair or funfair rides onto the site, without the prior written consent of the Council.
- 10.2. Notification of the intention to employ fairground contractors or to use Equipment usually used by funfairs, in connection with the use of the Land must be given to the Council at least 16 days prior to the commencement of the period of use. The Council has absolute discretion to permit or prohibit such actions.
- 10.3. The hirers must satisfy themselves that the operators of fairground machines have adequate public liability insurance cover for injuries to third parties.
- 10.4. Liability Insurance cover to an indemnity limit of not less than £10 million (10,000,000) in respect of each occurrence is in place. The Hirer must supply a copy to the Amenities Committee. Operators of fair equipment should refer to HSG 175 guidance on safe practice.
- 10.5. In the case of activities considered high risk by the Town Council (e.g. fairground rides, inflatables), the hirer must send copies of individual insurance documents, all relevant test certificates (e.g. ADIPS/PIPA), permits and risk assessments to the Council before the event opens to the public
- 10.6. When employing fairground contractors, precautions must be taken against damage caused to the Council's property from oil etc. that may be discharged from the fairground machines and that sawdust or similar material should be used to protect the turf.
- 10.7. No funfairs are permitted to hire the Meadows.

11. INSURANCE AND LIABILITY

- 11.1. The Hirer must demonstrate competence and supply copies of necessary insurances to organise the event they are proposing.
- 11.2. The Hirer must provide evidence of insurance cover as requested by the Council not less than 16 days prior to commencement of the period of use, and Insurance must be arranged for ALL facilities that will be provided on site during the hire period.

- 11.3. The Hirer is obliged to maintain public liability insurance in the minimum amount of five million pounds (£5,000,000) and 10 million pounds (£10,000,000) for Fairground Rides. This amount may be increased or decreased at the sole discretion of the Council, dependent on the scale, nature and complexity of the Event. Any variations to this amount must be agreed by the Council in writing.
- 11.4. The hirer is responsible for arranging adequate insurance cover for the event including public liability, copies of which must be sent to Stamford Town Council before the event opens to the public. The hirer is advised to arrange insurance cover to protect against cancellation e.g. due to bad weather, as the Council will not be liable for any loss of costs.
- 11.5. The hirer is responsible for ensuring any contractor/supplier involved in the event/activity has adequate public liability insurance, risk assessments and any relevant certificates/permits necessary to the activity. The Town Council reserves the right to inspect copies of the documents on request.
- 11.6. The Hirer shall be liable for the acts and omissions (including negligence) of all Company Persons within the site as if they were acts or omissions of the Hirer.
- 11.7. The Hirer shall fully indemnify the Council against all claims of any kind whatsoever, attributable to or arising out of the Hirer's use of the Land.
- 11.8. The Hirer shall be liable for and indemnify and keep indemnified the Council against all liabilities, damage, costs, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise arising from or in connection with the Agreement, or caused by a breach by the Hirer or its Supplier(s), its employees and agents of the terms and conditions of this Agreement.
- 11.9. The Council shall have no liability to the Hirer, its Supplier(s), its employees or agents or to any third party for any costs, claims, damages or losses other than for personal injury or death caused by the Council's negligence.

12. SECURITY AND ACCESS

- 12.1. Participants shall only use the event space allocated.
- 12.2. If access points are going to be used during the event it will be the Hirer's responsibility to ensure that they are manned at all times, failure to do so may result in the Council placing an attendant on the entrance and the Hirer being charged accordingly.
- 12.3. The hirer is responsible for informing the local Police of the event and making an application for them to patrol the event when in operation and if considered necessary. The hirer is also responsible for arranging any additional security if considered necessary.
- 12.4. The Hirer shall ensure that suitable (risk-assessed) visitor and traffic management arrangements are in place to protect members of the public and to minimise disruption to other users of the Site, neighbours or local traffic.
- 12.5. The Hirer shall utilise the Site in such a way as to allow for easy access and evacuation in the event of an emergency.
- 12.6. Access to the Land for the general public must not be restricted in any way unless by written consent of the Council. This does not restrict the right of the Hirer to offer for sale any tickets or programmes to view or attend the Event.

- 12.7. Unless otherwise agreed in advance with the Council, free public access to the ground and play equipment must be maintained at all times during the event.
- 12.8. The Hirer shall not make any charge for entry to or exit from the Site without the prior written consent of the Council.
- 12.9. Equipment shall not be taken on to the Land earlier than the commencement of the period of use without written permission from the Council.
- 12.10. The Council may require either the alteration of the positions or removal of the Equipment from the Land.
- 12.11. All Equipment must be removed from the Land by the end of the expiry of the period of use. The Council may charge for each day over the permitted Period of Use the Hirer occupies the Land as well as any expenses incurred restoring the Land to its condition prior to the Period of Use.
- 12.12. Any vehicles or equipment that makes up part of the exhibition may be left on site overnight provided approval is given beforehand. All necessary precautions to secure and illuminate displays should be taken. Vehicles and equipment are left at the hirer's own risk and Stamford Town Council will not be held responsible for any loss or damages.
- 12.13. The Hirer is responsible for adequately securing the Site and should not leave the Site unattended during the Event Period when any equipment or Infrastructure is present onsite.
- 12.14. Where keys are issued by the Council to the Hirer to allow access to a Site, the Hirer will be responsible for securing the Site (e.g. by locking the gates) and shall indemnify the Council against losses, liabilities or damage resulting in failure to secure the Site.
- 12.15. Failure to return keys will result in loss of deposit and a deduction from the refundable deposit for changing padlocks
- 12.16. The Hirer shall adhere to Wildlife and Countryside legislation including The Wildlife and Countryside Act 1981 and The Countryside and Rights of Way Act 2000 (CRoW Act 2000).

13. VEHICULAR USE

- 13.1. Loading and unloading of vehicles is permitted but parking of vehicles on site and the location must be discussed with the Amenities Committee. Hirers must nominate specific competent stewards to ensure that the site is kept clear of other vehicles.
- 13.2. The maximum speed limit on site is 5mph. In the interest of ensuring safety of pedestrians; all vehicles must use hazard warning lights when moving around on the site. Care and control should be taken at all times with particular attention when reversing.
- 13.3. Only vehicles issued with recognised passes will be given access to the site. Passes can be issued by Hirers but the number of passes for an individual event must be agreed in advance with the Amenities Committee. A copy of the pass format to be used will need to be supplied to the Amenities Committee at least 16 days prior to the event. Vehicles not displaying passes in an agreed format will not be given entry to the site.
- 13.4. All vehicles, trailer units, tractor units and generators given access to the site must be fitted with drip trays.

14. HEALTH AND SAFETY

- 14.1. It is the responsibility of Hirers to ensure that all proposed activities conform to current Health and Safety Regulations or relevant legislation. A full set of Health and Safety documents for the event should be submitted to the Amenities Committee at least 16 days prior to the event. These documents should include Method Statements, Risk Assessments, Fire Risk Assessments, Site Plan, Traffic Management Plan and any other documentation relevant to the nature of the event. For large scale events, 4 weeks prior and a Contingency/Emergency plan will be required.
- 14.2. The Regulatory Reform (Fire Safety) Order 2005 applies to virtually all premises, including most buildings, structures and open spaces. This includes outdoor events. The order requires the “responsible person” to carry out a fire risk assessment which must focus on the safety of all relevant persons. The risk assessment must identify the fire risks that can be removed or reduced, general fire precautions and people at special risk. Further advice on fire safety and risk assessments can be obtained at www.gov.uk/government/collections/fire-safety-law-and-guidance-documents-for-business and www.fire.gov.uk.
- 14.3. Any electrical installations made at the Site must comply with current British standards to include but not limited to BS7909 and BS 7671, and the law (Electricity at Work Regulations 1989 ‘EaWR’ and Provision and Use of Work Equipment Regulations 1998 ‘PUWER’).
- 14.4. The Hirer will adhere to safety legislation in all aspects of the delivery of the Event, to include but not limited to the Health and Safety at Work etc. Act 1974, and Management of Health and Safety at Work Regulations 1999.
- 14.5. The Hirer shall ensure that the whole construction process for their event, from concept to completion, complies with the law to ensure projects are carried out in a way that secures health and safety, as governed by Construction (Design and Management) Regulations 2015.
- 14.6. You are strongly advised to obtain and work to the Health and Safety Executive’s The “Purple guide to festivals and outdoor events” (<http://www.thepurpleguide.co.uk/>). The publication also refers to other guidance and regulations to which you may need to refer.

15. FIRST AID

- 15.1. The Hirer shall provide adequate (risk-assessed) medical provision, including first aid cover dependant on the nature of the Event, and in line with current guidance and legislation including The Health and Safety, First-Aid Regulations 1981.
- 15.2. The Hirer shall ensure that adequate on-site medical facilities are available for the duration of the event. This should be in accordance with guidance in The Events Safety Guide to festivals and outdoor events. The medical cover used for the event must also be approved by CQC (Care Quality Commission).

16. NOISE

- 16.1. Hirers must take into consideration of any noise generated from their event including music and loudspeakers. You must detail location and direction of stages and speakers and types of entertainment to be amplified; event organisers must be considerate and ensure noise and stage is directed away from the residents. The Council reserves the right to impose limits on any amplified music or broadcasting. No activity relating to events either pre, during or post should commence prior to 8am weekdays and weekends without prior agreement.

- 16.2. Where the proposed Event involves music or amplification, or otherwise has the potential to cause noise disturbance, a Noise Management Plan should be supplied to the Council in line with the deadlines stipulated in the Application Form. Where applicable, the Noise Management Plan should adhere to any licence conditions and should follow the guidance of the Code of Practice for Environmental Noise Control from Concerts 1995.
- 16.3. The Hirer shall not cause extreme noise disturbance to adjoining properties and shall comply with the noise management plan and any licences issued or conditions set in relation to the Agreement. If requested by the Council, the Hirer must switch off or turn down the noise level immediately and/or take any other noise control measures as necessary.
- 16.4. No generators or music should be used after 10pm, unless specifically authorised by the Amenities Committee in advance. It is the Hirer's responsibility to ensure that noise is properly monitored throughout the event.

17. LITTER AND WASTE MANAGEMENT

- 17.1. If you are removing your own commercial waste, we need to see your Waste Carriers License
- 17.2. The hirer shall maintain and leave to the satisfaction of the Town Council the area taken up by the event, in a clean and tidy condition, collecting all refuse and arranging for its appropriate disposal by a licensed carrier, also put right any superficial damage to the area of ground rented.

18. TOILETS

- 18.1. The Hirer must provide adequate sanitary facilities including temporary toilet facilities and for water provision in accordance with current guidelines at the Site and demonstrate to the Council in writing in their Event Management Plan how they will do this.
- 18.2. If there are public toilets on site please contact the Deputy Town Clerk regarding their use, if out of hours use is required there may be a charge.

19. PLASTICS

- 19.1. Stamford Town Councils plan is to significantly reduce our use of single use plastics; therefore we ask all event organisers to recognise this and be part of the campaign, reducing plastics at their events.

20. BALLOON RELEASES AND LANTERNS

- 20.1. The Hirer shall comply with the Council's policy banning the release of balloons and sky lanterns on Council land and premises, including the event site.

21. ANIMAL WELFARE

- 21.1. Stamford Town Council will not allow on any council owned land, rodeos, circuses or travelling menageries which include performing animals.
- 21.2. The Hirer is not permitted to bring animals to the Site, unless specific written permission has been granted by the Council in this respect.

22. ASSESSMENT AND MONITORING

- 22.1. The Hirer may be required to present to the Council details of attendance figures and an analysis of users' anonymised personal data relating to the demographic of attendees.
- 22.2. The Hirer is required to keep a record of any complaints made concerning or in connection with the Event or any activity forming part of the Event, the record of complaints should be made available to the Events Service upon request. Additionally, the Hirer must immediately notify the Events Service of any significant, repetitive or unresolved complaints.
- 22.3. The Hirer is required to keep a record of any accidents or incidents that may occur at or in connection with the Event or any activity forming part of the Event, the record of accidents and incidents should be made available to the Events Service upon request. Additionally, the Hirer must immediately notify the Events Service of any significant accidents or incidents including any that are reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013).

23. GENERAL PROVISIONS

- 23.1. The Agreement contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Hirer acknowledges that it has not entered into the Agreement in reliance upon any representation by the Council or anyone acting on its behalf.
- 23.2. Pursuant to the Freedom of Information Act 2000 the Council is subject to certain legal obligations in relation to public disclosure of information. The Hirer shall cooperate with and assist the Council with any requests for disclosure which the Council receives under the Freedom of Information Act 2000 which relate to the Agreement.
- 23.3. Nothing in the Agreement shall be taken to confer any benefit on any person who is not a party to it and the parties hereby agree that the Contracts (Rights of Third Parties) Act 1999 does not apply hereto.
- 23.4. Nothing in the Agreement shall fetter the Council in the exercise or discharge of its functions, powers and duties as a local authority (including, without limitation, the power to close all or part of any Park or Open Space either on a permanent or temporary basis).
- 23.5. No relationship of landlord and tenant is created between the Council and the Hirer by the Agreement.
- 23.6. The Agreement is personal to the Hirer and is not assignable without the prior written consent of the Council and the rights given in the Agreement may only be exercised by the Hirer

24. TERMINATION AND CANCELLATION

- 24.1. The Council may terminate this Agreement with immediate effect where the Hirer and/or its Supplier(s):
- a. is in breach of its obligations under this Agreement and, where the breach is capable of remedy, fails to remedy such breach within 7 calendar days of receipt of written notice to remedy the breach;
 - b. becomes incapable for any reason of efficiently performing as a competent and qualified Hirer and/or Supplier;
 - c. acts in any way that is likely to bring the Council into disrepute or damage its reputation or interests

- 24.2. The Council reserves the right to withdraw permission to use the venue, in the event of adverse weather conditions making the land unsuitable for hire. In the event of this happening an alternative date will be offered to the Hirer at no additional expense, or the Council will repay any fees paid but shall be under no liability for expense incurred or loss sustained by Hirer as a result of the cancellation.
- 24.3. In the event of prolonged bad weather, representatives of the Town Council with the event organisers or their Agents will decide beforehand if the event should take place.
- 24.4. Stamford Town Council will not refund any monies payable by the event coordinator on account of adverse weather conditions.

CHRONOLOGICAL HISTORY OF THIS DOCUMENT

Meeting:	Date:
Approved: Amenities Committee Meeting	11/01/2022
Ratified: Full Council	25/01/2022
To be Reviewed:	December 2022
Amended: Amenities Committee Meeting	22/02/2022
Ratified: Full Council	22/02/2022