

LAND AND PROPERTY POLICY

APPENDIX B

CONDITIONS OF HIRE

1. DEFINITIONS

'Act of God' shall mean an event or series of events that are beyond the control of either party and includes weather patterns or conditions that make the staging of the event or use of the land either unsafe or untenable.

'Event' shall mean the event and its description on the application form.

'Hirer' shall mean the person, company, association, partnership or group of companies that conduct and are responsible for the running of the event.

'Site' shall mean the location disclosed in paragraph 1 of the application form.

'the Council' shall mean Causeway Coast and Glens Borough Council.

'Works' include all building and construction and earth moving and other preparations that involve alterations of a venue for the event to be conducted safely.

2. GENERAL CONDITIONS

- 2.1 The Council reserves the right to refuse any application or cancel any bookings at any time, or to impose further reasonable obligations on a Hirer that are not stated within these Conditions. Any further obligations to be advised by the Council in writing. Failure by the Hirer to meet such obligations will be grounds for cancellation.
- 2.2 The Hirer acknowledges that it has provided accurate information to all the pre-event queries raised by the Council and/or recorded the details in the application form. In the event that post contract any circumstances change then the Hirer will immediately inform the Council in writing.
- 2.3 The Hirer shall be directly responsible for all acts or omissions of its employee's subcontractors, servants, agents and visitors to the Event. Where the Hirer intends to use a third party's equipment or third party sub-contractor for its Events, the Hirer must not agree any terms with a third party that conflicts with these Conditions.
- 2.4 The Hirer is responsible for the day to day running of the Event and will be responsible to the fullest extent possible for any breaches of the law or these Conditions by it, its employees, contractors and for failures to manage crowds at an Event.

- 2.5 The Hirer shall remove any persons from an Event if deemed necessary to ensure public order at an Event. Such removal may include employees and sub-contractors of the Hirer.
- 2.6 The Hirer acknowledges that the Site is fit for the purpose of the Event and that it has inspected the Site fully to ensure the Site is suitable for the Event. The Council makes no representation as to the suitability of the Site for the Event. The Hirer may prior to the Event request that works be conducted to prepare the Site for the Event but the Council may approve or disapprove such a request. In no circumstances shall the Hirer conduct such Works without having received approval in writing and in advance of the Event.

3. HIRER'S RESPONSIBILITIES

- 3.1 In consideration of the Council making the site available the Hirer shall pay the Hire fee and conduct the Event in accordance with these Conditions and all liability issues shall be determined in accordance with these Conditions.
- 3.2 The conditions of hire shall remain in force until such time that the hire period has been completed.

4. BOOKINGS

- 4.1 All applications for the hire of Site must be made in writing using the Request to Use Council Land form and forwarded to the Land and Property section in Council. The Council reserves the right to refuse any application. The person or persons signing the application form (who must be 18 years of age or over) shall be deemed to be the hirer as well as the Society, Association, Club or other body or organization on whose behalf the application may be made and will be jointly and severally liable to the Council for the payment of the hiring fees and charges and for the strict observance of these Conditions of Hire.

5. HIRE FEE

- 5.1 The Council shall determine the hire fee for use of the Site and facilities and shall inform the Hirer when the application has been considered. The Council reserves the right to reasonably alter charges, without notice, up to the time of confirmation of the booking by the Hirer. All hire charges are reviewed annually and changes are implemented with effect from 1st April each year.

6. DEPOSIT

- 6.1 Where requested by the Council a security deposit is to be paid at least seven days before the Event. The deposit to be returned to the organizer after the Event subject to a deduction of any expenses incurred by the Council in respect of making good any damage to the Council's land or property caused by the Event.

7. PAYMENT

7.1 The Hirer shall pay such approved fees and charges in accordance with the terms of the official invoice or by the stated payment date.

8. CANCELLATION BY HIRER

8.1 If a hire period is cancelled by the Hirer or organization for any reason, other than an Act of God, the following rebates will apply;

- a. For a cancellation within seven days or less before the hire period, 100% of the total hiring fee to be paid;
- b. For a cancellation eight or more days before the hire period, no cancellation charge will be incurred.
- c. Hirer to pay any costs directly incurred.

This above charge will be levied irrespective of whether facilities are subsequently re-hired. In addition any other payment which may have been made by the Council in association with the hire period will be levied against the Hirer. Notification of cancelation to be made in writing and received by the Council prior to the booking date and within the periods specified above.

9. CANCELLATION BY THE COUNCIL

9.1 The Council reserves the right to cancel any booked period or hire period and to end the hire period at any stage by notice in writing.

9.2 The hiring fee already paid in respect of any period cancelled or terminated under 9.1 above will be refunded.

9.3 The Council will not be responsible for expenditure undertaken or loss incurred by the Hirer in connection with a cancellation or termination under 9.1 above.

9.4 The use of certain facilities during a hire period may be prohibited and/or varied by the Council at any time.

10. DAMAGE TO OR LOSS OF PROPERTY

10.1 Unless damaged by its own negligence the Council accepts no liability for damage to, or loss of any property or articles or things whatsoever, placed or left at each Site or any part thereof, by an organization, or member of any organization, or any individual attending an Event.

11. PROPERTY LEFT AT THE VENUE

11.1 The Council may remove and store any property left by the Hirer or those persons who have attended an Event after the end of the hire period. If after receiving notice, the

Hirer fails to collect the property with fourteen days, the Council may dispose of the property without further notice to the Hirer.

12. GROUND REINSTATEMENT

12.1 The hirer shall pay the cost of any works of repair or reinstatement required as a result of unnecessary and avoidable damage to the ground resulting from the hiring. The hirer must report any such damage to the Council at the earliest opportunity and at least on the first working day following the hiring.

13. LAWFUL AND NECESSARY CONSENTS, POWERS, AUTHORITIES AND CERTIFICATES

13.1 In running the Event the Hirer is to ensure that it has complied with all necessary notices, powers, authorities and consents and certificates to lawfully enter into and fully perform its obligations under this Agreement.

14. HIRER INDEMNITY

14.1 The Hirer shall fully indemnify the Council against all liabilities claims costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with any claim made against the Council by a third party for loss or damage suffered by that third party arising from the Hirer's Event, unless that loss or damage is caused by the negligence of the Council.

15. LIMITATION OF LIABILITY

15.1 Nothing in this agreement shall limit or exclude a party's liability:

- a. For death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. For fraud or fraudulent misrepresentation;

15.2 Subject to the indemnity given above no party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise;

- a. loss of revenue or anticipated revenue;
- b. loss of savings or anticipated savings;
- c. loss of business opportunity;
- d. loss of profits or anticipated profits;
- e. wasted expenditure; or
- f. any direct or consequential losses.

15.3 The Hirer's maximum aggregate liability for any act or omission, liability in contract or tort (including negligence) whether or not through its subcontractors,

employees, servants or agents, arising under or in connection with this agreement shall be limited to the sum for which it is insured for each claim or any one claim in a series of claims.

15.4 The Hirer shall obtain a policy of insurance against third party risks/public liability to the value of £10 million.

16. INSURANCE BY HIRER

16.1 The Hirer must at its own expense take out the following insurances:-

- Employer's Liability (where relevant) of not less than £5 million pounds
- Public Liability and damage to property of not less than £10 million pounds.

The Hirer is to provide a copy of the Insurance Certificate to the Council when making the application to use Council land.

16.2 The Hirer should make separate insurance arrangements for any property brought onto the venue in connection with the hire and in respect of fire, theft, loss, personal injury or any other damage.

16.3 The same insurance standards and requirements apply to any contractors, servants, agents and visitors instructed by the Hirer in relation to the Event.

17. NOISE POLLUTION

17.1 At any Event, amplified music shall end by 2300 hours or earlier if a Premises Licence dictates or is a condition imposed by the Council.

Maximum Volume

17.2 At all Sites the noise level must not cause a statutory noise nuisance. The maximum noise level must not exceed 85dB(A) (15leq) at the nearest residential property.

17.3 All reasonable steps must be taken by the Hirer to mitigate the noise from all music and to comply with the noise limits. Independent noise monitoring is to be undertaken to the Council's specification but at the organiser's expense.

17.4 Hirers may be required to reimburse any reasonable costs incurred by the Council in responding to any complaints or at the Council's sole discretion in monitoring of the Event. The Council may request the Hirer to submit a Noise Management Plan.

Equipment

17.5 The Hirer is to ensure that all generators and associated equipment are fully serviced fitted with efficient silencers and sound proofed as necessary. Generators and associated equipment are sited as far as possible from houses.

Penalties

17.6 Noise pollution is a serious issue and there are penalties under laws and Council bylaws for Hirer's who continue to cause nuisance. The Hirer shall provide a mobile telephone contact for the Council at all times when the Event is taking place. For larger Events the Hirer must advertise a contact number for public use to report excessive noise.

18. FIRST AID

18.1 The Hirer is responsible for ensuring that appropriate First Aid cover is on hand at all times throughout an Event. The location of first aid services shall be made known to those attending the Event by signage or by other appropriate means.

18.2 In the Event of an accident, incident and /or injury, the Hirer will at once take appropriate action.

18.3 A Hirer may be requested to provide specific medical cover for larger events; this must be provided by a recognized organization.

18.4 All first aid treatments, incidents and emergencies must be recorded in accordance with Health and Safety legislation.

19. COPYRIGHT INFRINGEMENT

19.1 The Hirer shall not play or permit to be played by any means work which will infringe the rights of any third party in intellectual property.

19.2 The Hirer shall obtain beforehand all proper licences in respect of such broadcasts or performances.

19.3 Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be sole responsibility of the Hirer who will indemnify and keep indemnified the Council.

20. ALCOHOLIC DRINKS

20.1 The Hirer shall not sell or provide alcohol at the venue during the hire unless agreed by the Council in writing and where all necessary licences have been granted.

20.2 It shall be the Hirer's sole responsibility to have obtained all required licences for the sale of alcohol and to ensure that any sale or consumption of alcohol at an Event is lawful and falls within applicable regulations and guidelines.

20.3 If the Hirer fails to meet its obligations under 18.1, the Hirer shall be solely responsible.

21. FOOD AND BEVERAGES

21.1 It shall be the Hirer's sole responsibility to comply with Food Hygiene legislation and all hold all relevant and appropriate licences.

22. CHARITABLE COLLECTIONS

22.1 The Hirer shall not hold, or permit to be held any charitable collection, other than one that has been agreed by the Council in writing and where all necessary permits have been granted.

23. SWEEPSTAKES, RAFFLES LOTTERIES AND OTHER GAMBLING

23.1 The Hirer shall not hold, or permit to be held any sweepstakes, raffle or other lottery at the venue during the hire, other than one which is permitted by law and agreed by the Council.

24. ILLEGAL SALE OF GOODS AND OFFERING OF PRIZES

24.1 The Hirer shall be responsible for ensuring that the sale of goods or services (including prizes offered) is done in a lawful manner and that the goods or services are themselves lawful.

25. ANIMALS IN EVENT

25.1 The Hirer is not permitted to bring animals to the Site, unless specific written permission has been granted by the Council **in this respect**.

26. ADVERTISING (NO FLY POSTING)

26.1 Prior to the erection of signage for an Event, such rights must be negotiated with the owners of the property concerned. Signage must be reasonable and appropriate for publicising the Event and shall not use offensive depictions, words or graphics. An Officer of the Council may request removal of offending signage and on request the signage shall be removed by the Hirer.

26.2 Flyposting on public roads and on Council property is illegal. Certain types of official Event directional signing may be accepted.

26.3 The Council will prosecute Hirers who fly post. Should fly posting take place, the signage will be removed with a risk of legal action by the Council.

27. DUTY TO REMOVE RUBBISH

27.1 It is the responsibility of the Hirer to collect and remove rubbish from the Site at the end of the hire period.

27.2 The Council reserves the right to levy an additional cleaning charge if the Site is not left in an acceptable conditions and requires cleaning or cleansing.

28. HEALTH AND SAFETY

28.1 The Hirer to ensure compliance by it and all its Contractors and Agents with all Health and Safety legislation.

28.2 The Hirer shall submit the Risk Assessment Form with the Application. The findings of the Risk Assessment must be complied with.

29. TEMPORARY SERVICES

29.1 Where electric supplies are being used this must be agreed in advance with Council officers. Additional costs may apply depending on the services required. Outdoor electrical supplies must be Ingress Protection (IP) rated and suitable for use.

30. PUBLIC CONVENIENCES

30.1 Additional temporary conveniences will be provided by the Hirer at the Hirer's expense, when public conveniences are not on Site or of a sufficient number based on event good practice. It is the Hirer's responsibility to ensure facilities are maintained and clean at all times throughout the duration of the Event.

31. OFFICIAL VEHICLES

31.1 The Hirer shall be responsible for the control of all motor vehicles on the Site throughout the period of hire (including set up and de rig times). Under no circumstances will the Council accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the Site. The Hirer will be responsible for marshalling all vehicular movement and enforcing a maximum 5mph speed limit throughout the Site. The Hirer is responsible for ensuring that all gates remain locked to prevent unauthorised vehicular access. The Hirer is responsible for leaving the premises in a secure, safe and tidy condition upon vacating the Site.

32. CAR PARKING

32.1 Charging for car parking on free Council car parks is not allowed.

33. SUB CONTRACTORS OF THE HIRER

33.1 The Hirer is wholly responsible for ensuring that any sub-contractor employed or engaged by the Hirer to provide a service at the Event has complied with all necessary notices and powers, authority, consents and certificates, to lawfully enter into, lawfully and fully perform its obligations under the sub-contract Agreement with any subcontractor and the Hirer is referred to the obligations under clause 13.1 of these Conditions of Hire.

This includes and is not exhaustive to Fair Operators, Equipment and Rides.

33.2 The Hirer to make available to the Council current copies of the Engineer's Equipment Inspection Certificates and daily equipment inspection for all equipment and machinery at any time or whilst on site.

Inflatable Units

33.4 Although popular, inflatable units, including bouncy castles and slides, can be extremely dangerous if operated incorrectly. All inflatable units must be operated in accordance with the Health and Safety Executive Guidance.

Any organizer wishing to have a bouncy castle at their event will need Council's permission. The Hirer is solely responsible for obtaining the safety documents, risk assessment and insurance certificate from the Company from where the bouncy castle is being hired, and provide this to the Council. Anyone using their own personal bouncy castle will have to provide their own insurance for it. All inflatables must comply with BS EN 14960 (2013) and have annual examination by PIPA (Pertexa Inflatable Play Accreditation) or ADIPS (Amusement Device Inspection Procedures Scheme)

34. FIREWORKS

34.1 Only professional operators must carry out firework displays.

34.2 The Hirer shall inform the Council on application and ensure that all other statutory bodies are informed and all their requirements met.

34.3 The Hirer should be familiar with HSE Guidance, and solely responsible for injuries to persons attending the event caused by the display of fireworks.

34.4 The Hirer shall ensure that the fireworks display is at a safe distance from members of the public and this be maintained at all times throughout the display.

34.5 The Hirer shall ensure that there are sufficient stewards to control the event and keep the site secure. All stewards to be aware of the conditions of hire, health and safety and of any emergency or evacuation procedure.

34.6 The Hirer shall submit to the Council a location plan showing the position of the display in relation to the rest of the event.

35. HELIUM BALLOONS & PAPER LANTERNS POWERED BY TEALIGHTS

The release of helium balloons and paper lanterns powered by tealights are not permitted on Council land as part of an event due to Environmental concerns.

36. FILMING & BROADCASTING

No broadcast or television performance, either live or recorded, shall be made from the hired site without prior consent.

37. BREACH OF CONDITIONS

37.1 The Hirer shall be responsible for ensuring that all the Conditions of Hire are complied with; by all persons using the site arising out of or in consequence of hiring.

37.2 In the event of the Hirer breaching any of the conditions of hire, the Council may at its own discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges, including cancelled future bookings.

I confirm agreement to the above terms and conditions.

Signed: _____

On behalf of: _____

Please print name: _____

Dated: _____

Event _____

Event Organiser: _____

Location: _____