

EVENTS NOT RUN BY CKPC

Agreed at the Full Council meeting on 30th November 2020

Minute: 155/20/21

TERMS AND CONDITIONS FOR HIRING GRANGE FIELD

1. Applications for hiring

- a) All applications shall be in writing and shall state the precise purpose for which the land is required. On completion of the application form, it shall be delivered to:-
Charlton Kings Parish Council, 26 Church Street, Church Piece, Charlton Kings, Cheltenham, GL53 8AR
Applications cannot be considered from persons under 18 years of age or if made otherwise than on the official form obtainable from the address above. Applications should be received at least 30 days prior to your proposed event.
- b) The Parish Council reserves the right to refuse any application or accept the same upon such additional terms and conditions as it may from time to time deem necessary to impose.
- c) The land shall not be deemed to be hired by the hirer until he/she has received written notice from the clerk that his/her application has been granted and has completed a formal agreement.

2. Hire charges

- a) The hire charges for the land shall be in accordance with the scale applicable on the first day of hire, such scale set by the Parish Council from time to time and available to the hirer on request from the clerk. **Please contact the clerk for details of charges.**
- b) The hirer is required to pay the Parish Council the specified fee for hire, payable to Charlton Kings Parish Council forthwith on the granting of the application.

3. Cancellation of hire

- a) The Parish Council may, by notice in writing to the hirer, cancel the hiring if the Parish Council wishes to use the land in connection with an occasion of national rejoicing/ mourning or for a purpose which, in the reasonable opinion of the Parish Council is of civic or national importance on a date or dates on which the Parish Council has agreed to hire the land to the hirer.
- b) If in the event of the hiring being so cancelled the Parish Council shall refund to the hirer, without interest, any charges paid in respect of the hiring. No compensation whatsoever shall be payable by the Parish Council to the hirer for any loss or damage howsoever suffered as a result of the cancellation.
- c) The Parish Council may, upon receipt of a written request by the hirer, terminate the hiring provided that such a written request be accompanied by the balance of the charges outstanding payable by the hirer for the hiring. If the Parish Council re-hires the land for the dates and times that it was to be hired to the hirer, the hirer shall be entitled to a refund of a proportion of the charges amounting. In a case where the written request was received not less than eight weeks prior to the first date of hire, to 75 per cent of the total charges paid by the hirer and in the case where written request was received less than eight weeks prior to the first date of hire, to 25 per cent of that charge. No refund shall be payable to the hirer in the event of the Parish Council not re-hiring the land at the said times and dates.
- d) The Parish Council may, without notice, terminate any hiring and effect immediate vacation of the land if, in the reasonable opinion of the clerk:
 - i) the hirer has breached any section of these terms and conditions.

- ii) the hirer has made a material omission or a false statement in his/her application form, and/or that the hiring would be likely to result in damage to the land or a breach of the law.
- iii) prior to the start of the event, the programme or other details of particulars referred to in clause five hereof have not been supplied, or if supplied, have not been approved by the clerk.
- iv) any sum payable under clause two hereof is not paid by the hirer to the Parish Council on the date upon which it is due.

4. Permitted use

The land shall not be used for any purpose other than that stated in the hirer's application form. Such use shall be subject to any special conditions in the written notice of acceptance. The land shall not be sub-let by the hirer without the written permission of the clerk whose consent may be given subject to any conditions he may see fit to impose.

5. Programme and layout

The hirer shall submit, in writing to the clerk, at least fourteen days prior to the date of hiring, the proposed programme and the required position of any equipment etc. together with the proposed layout of the land being used in connection with the hiring, whether the same is the property of the Parish Council or the hirer. The clerk shall have the right to object to any item or activity whatsoever and that item shall be forthwith deleted from the programme or removed from the land or otherwise omitted.

6. Posters and tickets

The hirer shall submit, if requested, to the clerk, copies of all posters, flyers, invitations and bills intended to be used for advertising purposes before they are published and/or distributed. This includes any announcement or advertisement to be published in the press.

7. Fly posting

The Parish Council is opposed to fly posting. It is an offence to display and advertise on land or buildings without the prior consent of the owner/occupier. If an advertisement relating to the hire is illegally displayed, whether or not prosecution is taken in respect of it, the clerk may cancel the hiring without liability to the Parish Council and without payment of compensation to the hirer, who will remain responsible for the full cost of the hiring.

8. Licences

It is the task of the hirer and not that of the Parish Council to apply for and obtain any and all licences that are required for the event and to show copies of the said licence(s) to the clerk, prior to the event taking place. This shall occur no later than four weeks prior to the first day of hire. Failure to comply may result in the cancellation of the event by the clerk without liability to the Parish Council and without payment of compensation to the hirer who shall remain responsible for paying the full cost of hiring.

9. Television and radio

The hirer shall make his/her own arrangements for complying with the requirements of the Post Office, Civil Aviation Authority (balloons, helicopters etc.) and any other regulatory body for the use of television, wireless, telegraphic or telephonic equipment.

10. Events for children

If the land is to be used for the purposes of children's entertainment, the hirer shall arrange for adequate adult supervision by persons accustomed to the care and control of children. The hirer should also arrange, if required, for a uniformed Police Constable to be in attendance for the duration of the event, at the expense of the hirer. The attention of the hirer is also drawn to Section 12 - Children and Young Persons Act 1933 and The Children's Act 2004.

11. Conduct of patrons

a) the hirer shall take all reasonable steps to ensure the good order and conduct of all persons entering the land for the purposes of the event. The clerk may, at the expense of the hirer, employ the services of an external security provider or a Police Constable to restore order or control the conduct of such unruly persons.

b) The hirer shall take all reasonable precautions to ensure that no damage is caused to the land or any fixtures and fittings contained within the boundary of the land. In the event of damage the hirer shall

pay any and all costs for reinstatement of grounds, fixtures and fittings to the entire satisfaction of the clerk

c) A visit by an officer of the Parish Council and the hirer to the land may be held 24 hours before the event at the discretion of the Parish Council to establish the condition of the land prior to the commencement of the hire. A similar meeting will occur within 48 hours of the end of the hiring to determine any damage to grounds, fixtures or fittings.

13. Gaming and lotteries

The hirer shall not hold, or permit to be held, any gaming of any sort without the written permission of the Parish Council. In the event of such permission being granted, the hirer shall comply with the Betting, Gaming and Lotteries Act 1963 and all relevant statutory provisions or modifications thereof, including the necessary licences and consents.

14. Permission to use the land

The hirer or his/her representative shall carry the written permission to use the land at all times which shall be produced to an officer of the Parish Council on demand.

15. Vacation of the land

a) The hirer shall vacate the site at the end of the hire period (unless otherwise agreed). Failure to comply with this may result in a full daily charge applying for any day or part thereof that the land is occupied.

b) The clerk reserves the right to detain equipment or articles brought onto the land by the hirer where that equipment has been involved in an accident or incident where examination of the equipment may be required.

16. Rights of access

a) The clerk shall have the right of access to all parts of the land at all times during the period of the hiring.

b) Free and unhindered access shall be permitted to all members of the public who wish to use the land.

17. Events requiring police notice

An event which involves any military organisations or bodies will require the police to be notified no less than 12 weeks prior to the start of the event. Any event that involves disruption to traffic or involves large groups of people must also have police approval.

18. Liability for loss or damage

a) The Parish Council shall not be responsible for any loss or damage to any person or property arising from the hiring or for any loss, damage or injury which may be incurred by or done to or happen to the hirer or any person resorting to the premises during the hiring arising from any cause whatsoever except to the extent that the same is due to any act or neglect of the Parish Council, its employees or any person for whom it is responsible.

b) The Parish Council shall not be responsible for any loss which may occur due to break down of machinery, failure of electricity, Act of God or government restriction which may cause the land to be temporarily closed and/or such that the hiring is interrupted or cancelled.

c) The hirer shall be liable for, and shall fully indemnify the Parish Council against, any expense, liability, claim or proceedings whatsoever in respect of personal injury or death of any person whomsoever, and in respect of loss or damage to property arising out of or in the course of the hiring.

d) Without prejudice to his/her liability to indemnify the Parish Council, the hirer shall take out and maintain and shall cause any sub-contractor to take out and maintain, sufficient insurance cover in respect of such risks to third parties and for personal injury to any of its employees as required by the Employers Liability (Compulsory Insurance) Act 1969, or any statutory re-enactment or modification thereof. Employer/Employee Liability Insurance of £10 million is the minimum requirement.

e) The clerk will require the hirer to produce evidence of current insurance cover at all material times as required by section (c) and (d) above and in such amounts as may be deemed sufficient by the clerk

f) The hirer shall repay to the Parish Council, on demand, the cost of reinstating or replacing any part of the land which has been damaged or destroyed, stolen or removed during the period of hire. The amount of such costs shall be certified by the clerk whose certificate shall be final.