



Parks and open spaces

Telford and Wrekin Council

Event Hire Agreement – Terms and Conditions

IMPORTANT NOTICE

Thank you for your interest in organising an event at a venue owned by Telford & Wrekin Council, please note that: The Hirer must act responsibly, abide by the Terms and Conditions of Hire and provide all of the requested documentation as listed below.

- Participation in the Event is entirely at your own risk;
- The hirer is responsible to provide all documentation as required below and within 6 weeks before the event date.
- The Hirer is responsible for the health, safety and welfare of any and all persons attending or associated or otherwise affected by your Event.
- The Hirer is responsible for any equipment brought to the venue for use at the Event. The use of such equipment is entirely at your own risk.
- The Council are not responsible for any theft, damage, destruction or loss of your property or belongings for the duration of the Event.
- The Hirer accepts full responsibility for the repair or replacement of all and any Council property (including land) which is damaged, stolen or otherwise left in disrepair or not returned as originally found, as determined by the Council and as a result of the Event.
- The Hirer confirms that it holds, or will hold for the duration of the Event, suitable and adequate public liability (&/or employee liability) insurance cover.
- The Hirer confirms that it shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all 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 arising out of or in connection with the Event.
- For the avoidance of doubt bookings in no way give the Hirer any rights to return to the Venue and does not give rise to any right of exclusivity of future use of the Venue. This will form part of our Term & Conditions

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS STATEMENT BEFORE SIGNING AND RETURNING YOUR BOOKING FORM AND ATTACHED TERMS AND CONDITIONS. IF THERE IS ANY TERM THAT YOU DO NOT UNDERSTAND, THEN PLEASE DISCUSS IT WITH US BEFORE SIGNING.



**Telford & Wrekin
COUNCIL**

Event Details:

This Agreement is dated : _____

PARTIES

BOROUGH OF TELFORD & WREKIN of Darby House, Lawn Central, Telford, TF3 4JA (the Council)

THE HIRER: _____

EVENT: (the event being the purpose of the hire is).

NAME AND TYPE OF EVENT: _____

EVENT BOOKING FORM: An application form to be completed prior to entering into this Agreement.

HIRE CHARGE: (is the fee payable for the hire of the Venue)

THE FEE PAYABLE FOR THE HIRE OF THE VENUE: £_____

HIRE PERIOD: (means the date(s) and time(s) for hire referred to in the Event Booking Form).

EVENT DATE AND TIMES: _____

THE VENUE: (means the Council's land hired for the event).

VENUE – LOCATION OF THE EVENT: _____

Terms and Conditions of Hire:

1. Payment.

- a. Payment must be received 7 days before the event date. On line payment is available by using the following link. Please mark your event and the date when making payment,
http://www.telford.gov.uk/info/1020/what_and_039s_on/654/organising_an_event

2. Cancellation by the Hirer:

- a. Cancellation by the Hirer of a booking must be in writing/email and the effective date will be the receipt of such information.

- b. Substitution and amendments of the nature of the booking must be notified in writing to the Council who reserves the right either to cancel the booking or amend the hire fee as they consider appropriate.
- c. The Council accepts no responsibility for the non-arrival or non-receipt of Event Booking Forms, Deposits or notices of cancellations.

3. Cancellation by the Council

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

4. Limitation of Liability and Insurance

- a. The Council shall not be liable to the Hirer (as far as permitted by law) for indirect special or consequential loss or damage in connection with this agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- b. The Hirer shall at its own expense take out third party liability insurance to cover loss of or damage to property (whether the Council's or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the hire period or in connection with it.
- c. The Hirer should discuss with their insurance company the sufficient cover required for all aspects of the event in question.
- d. The Hirer shall ensure that its contractors and agents are insured under the same insurance standards and requirements.

5. Use of the Venue

- a. The Hirer agrees and understands that there are permitted hours for the provision of regulated entertainment on each venue license. On signing this Agreement, the Hirer accepts the responsibility to obtain all necessary performance and premises licenses and to be responsible for any license and performance fees.
- b. The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue and its immediate surrounding area is regularly litter picked during the Event. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 are discharged.
- c. The Hirer, at the cost to the Hirer, must remove all litter and refuse generated by the Event from the Venue and its immediate surrounding area within 24 hours of completion of the Event.
- d. The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not.

- e. The Hirer shall not interfere with, attach anything to any item of street furniture or parks furniture, or excavate/drill holes into the venue without consent of the council.
- f. The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue, except with the prior consent of the Council. Event vehicles should display hazard lights and are to travel at no more than 5 MPH.
- g. The Hirer shall ensure that pedestrians are allowed unrestricted access along any public right of way located within the Venue and that such access is to be open to the public during the Event. If it is a closed event, the Hirer is to ensure that alternative pedestrian routes are provided and applications for a temporary footpath closures are made to the rights of way officer.
- h. The Hirer shall not interfere with or make any alterations to the layout or arrangement of the Venue without the prior consent of the Council.
- i. The Hirer will not permit the operation or release of drones, model aircrafts, and micro flights, parachutes and helicopters at the Venue unless otherwise agreed in writing.
- j. The Hirer agrees that where the Venue is to be used in the dark then they will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- k. The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.
- l. Permitting the use of generators all Hirers are confirming that they hold a safe working practice procedure and method statement and a full fire risk assessment.
- m. The Hirer shall repay to the Council on demand the cost, as certified by the Council, of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final. A Council Contractor will carry out reinstatement at a cost to the Hirer.
- n. Any conditions set through Telford & Wrekin Council's Licensing team must be complied with.

6. Indemnity

- a. The Hirer shall indemnify and keep indemnified the Council against all claims, demands, action or proceedings in respect of death of, or injury to any person or damage to or direct or indirect loss or damage to property belonging to any person during the course of, or in consequence of the hiring or at an Event unless directly caused by the Council's negligence.

7. Safety & Security

- a. The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.

- b. The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions. All stewards and officials should wear appropriate recognisable clothing like high visibility jackets or a company uniform.
- c. In signing this Agreement the Hirer confirms that all health and safety documents including: risk assessments, fire risk assessments and emergency procedures are in place, up to date and appropriate for the Event.
- d. The Hirer ensures there is unrestricted access for emergency vehicles before, during and after the Event.
- e. Cables and sockets to be appropriate for their intended use, for example indoor extension sockets and cable are not acceptable for external use. Cables or equipment must not create Hazards and must be conspicuously marked.
- f. The hirer must ensure adequate fully maintained fire extinguisher provisions for the Event.

8. Child Protection

- a. The Council is committed to creating and maintaining the safest possible environment for vulnerable adults, children and young people. If the Hirer is organising an event that is responsible for, or directly involves children or young people, then the Hirer must adhere to the following: A child protection policy and nominated child protection officer and a robust lost and found children's policy.

9. Medical ~First Aid Provision

- a. The Hirer is responsible for ensuring that appropriate first aid cover and first aid equipment are on hand at all times throughout an Event including build up and breakdown. The location of first aid services shall be made known to attendees of the Event by signage and by other appropriate means.
- b. In the event of accident, incident and/or injury or near miss need to be documented and reported to the council in accordance with Health and Safety legislation.

10. Alcohol

- a. If alcohol is to be sold and consumed Temporary Events Notices must be obtained and strictly adhered to.
- b. The sale and consumption of alcohol can occur subject to the Council agreeing upon the appropriateness of the event.

11. Noise

- a. The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- b. The Council reserves the right to check external noise levels at regular intervals to ensure that sound levels are reasonable and not affecting noise sensitive premises.

- c. At any Event, amplified or non-amplified music shall end within the licensing hours for the Venue, and shall be controlled and not cause a Statutory Nuisance.
- d. All reasonable steps must be taken by the Hirer to mitigate the noise from amplified music, and to comply with noise limits. 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.
- e. The Hirer shall 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 and noise sensitive buildings.
- f. The Hirer shall ensure that stages, with marquees are classed as temporary demountable structures; their location to be away from nearby residential areas, having the stage facing in the opposite direction to residents homes/ noise sensitive premises.

12. Fairs & Rides

- a. Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides within the booking process. The Hirer shall comply with and ensure that the operators of the rides comply with the current Health and Safety Executive Guidance and codes of practice for fairgrounds and amusement parks and all other statutory requirements. Including insurance for each individual ride. The Hirer shall require all its contractors and agents to supply valid Amusement Device Inspection Procedures Scheme (ADIPS); this is particularly important where third parties conduct fair rides. Where employees of the Hirer conduct fair rides they shall also provide valid Amusement Device Inspection Procedures Scheme (ADIPS). Copies of ADIPS shall be provided to the Council.
- b. All inflatable units must be operated in accordance with the Health and Safety Executive guidelines (www.hse.gov.uk, search for Fairgrounds). Information on BS EN 14960 Standards for Inflatable Manufacture and Use can be found at www.bouncycastleuk.com.
- c. The Hirer shall provide sufficient competent supervisory personnel to ensure the safety and control of participants and members of the general public.

13. Bonfire & Fireworks

- a. Where the Council has agreed that the Venue shall be used for a bonfire and/or firework display, the Hirer shall inform Telford & Wrekin Fire Service, the Police and the Highways Authority, of the fireworks display and shall undertake to meet all their requirements.
- b. The Hirer shall be solely responsible for injuries to persons attending the Event caused by the bonfire and /or fireworks and shall ensure that appropriate insurances are in place and provided to the Council during the booking process.
- c. Only professional operators or recognised bonfire and firework societies must carry out firework displays. All firework operators (including employees of the Hirer) who perform work on the firework display at the Event shall undertake and provide a risk assessment and provide a copy to the Council during the booking process.

- d. The Hirer shall ensure that the bonfire and/or fireworks display is at a safe distance from members of the public, and that this be **maintained** at all times throughout the display. This should be in accordance with the current guidance provided by HSE.
- e. The Hirer shall ensure that there are sufficient stewards employed 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 drill or procedure in case of accident.
- f. The Hirer shall submit to the Council during the booking process a site plan showing the position of the display in relation to the rest of the Event.

14. Food & Beverages

- a. All caterers at the event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety and Hygiene (England) Regulations 2013/2996 and any amendments thereto. Guidance can be found by contacting the Council's Environmental Health Team on 01952 381818.
- b. The Hirer provides separate toilet facilities for the exclusive use of food handlers. Hot & cold water must be provided at suitable hand-washing facilities with soap and paper towels.
- c. The Hirer shall ensure that all caterers using liquefied petroleum gas (LPG) comply with current regulations and codes of practice.
- d. All supplies of LPG whether in compounds or within catering operations are based at secure well ventilated locations away from sources of ignition, other fuels and the public.
- e. The Hirer shall provide copies of required Hygiene certificates to the Council's Environmental Health Department.

15. Public Conveniences

- a. Where the Council considers the size of an Event requires the provision of additional temporary conveniences, these shall be provided by the Hirer at the Hirer's expense who shall ensure that they are maintained in a clean condition to the reasonable satisfaction of the Council at all times throughout the duration of the Event.
- b. The Hirer shall refer to HSE Event Safety Guide for a guideline on the provision of temporary conveniences.
- c. The Hirer is to provide appropriate temporary conveniences with hand washing facilities for wheelchair users and other people with special needs.
- d. The Hirer to consider appropriate baby-changing facilities including receptacles for hygienic disposal of nappies.

16. Sweepstakes, Raffles, Lotteries, Other Gambling & collections

- a. 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 registered if the law requires) and agreed by the Council.
- b. The Hirer shall apply for a Street Collections permit from Telford & Wrekin Licensing Department on 01952 383264 if they intend to make any cash collections at the event. Check with licensing.

17. Advertising (No Fly Posting)

- a. Fly posting on the highway and on property within Telford & Wrekin Council boundaries is illegal and is strictly forbidden in relation to the Event. For certain types of Event official direction signing via the RAC/AA may be accepted.
- b. The Council will look to either issue a Fixed Penalty Notice under the Anti-Social Behaviour Act 2003, Section 43 or prosecute at court Hirers who fly-post. Should fly posting take place, the signage will be removed and disposed of as part of the enforcement process and zero tolerance approach taken by the Council.
- c. All promotional signage must be approved with Telford & Wrekin Council failure to do so will result in fixed penalty fines.
- d. On site signage must be removed within 24 hours of the Event concluding.

18. Illegal Sale of Goods & Offering of Prizes

- a. 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.

The following is a list on some prohibited goods as designated by the Council but is not conclusive and the Hirer should make their own investigations and seek advice from the relevant body, if appropriate:

- The sale or gift of live animals, birds, fish and reptiles is prohibited.
- The sale or gift of real or replica guns, knives and all other weapons are prohibited.
- The sale or gift of illegal items.

visit: <http://www.hse.gov.uk/entertainment/cdm-2015/index.htm>

Capacity of Council

It is acknowledged and accepted by the Hirer that the Council is entering into this Agreement in its capacity as landowner only. This means that it is the Hirer's responsibility to ascertain whether, and comply with, any additional consents required (whether from the Council or otherwise).

Assignment

The Hirer cannot assign, pledge or transfer this Agreement or any of the rights or obligations therein without the written consent of the Council.

As the Hirer you are responsible for the safety and wellbeing for all people who attend.

The Hirer is required to leave the site as it was found and will be responsible for any repairs or damage caused.

Whole Agreement

Each party acknowledges that this Agreement and the Conditions herein contain the whole Agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents

I have read and understood these Conditions and agree to be bound by them.

Signature: _____

Print Name: _____

Date: _____

Name of group, organisation or company:

Position in-group, organisation or company:

Privacy Notice under the Data Protection Act (General Data Protection Regulations from 26th May 2018)

Telford & Wrekin Council are collecting Personal Identifiable Information to enable us to provide you with reservation or event at the Oakengates theatre. We need to collect this information in order to arrange your event. This information is being processed under DPA – Schedule 2 (2a) (GDPR 2018 -Article 6 (1)b).

Telford & Wrekin Council will not share any Personal Identifiable Information collected with external organisations unless required to do so by law. However, this information will be shared within Telford & Wrekin Council solely for the purpose of arranging an event. For further details on the council's privacy arrangements please view

the privacy page on the council's [website page](#).

OFFICIAL: Business data that is not intended for public consumption. However, this can be shared with external partners, as required.