



Parks and Open Spaces Conditions of Hire

Definitions

- “Conditions” means these booking conditions, which shall form part of the contract between Clackmannanshire Council and the Hirer.
- “Event” means the purpose for which the Event has been booked.
- “Hirer” means the company or the representative of the organisation booking the Event, who pays any fees (if applicable). This booking is personal to the Hirer and they may not transfer or sublet this consent to any other person.
- “Council” means Clackmannanshire Council and includes the successors in title.
- “Venue” means the location booked for the Event including the immediate surrounding area open to the public.
- “Responsible Person” means liable to be required to give account, as of one’s actions or of the discharge of a duty or trust. Having control or authority over an Event/Activity taking place on Council Parks and Open Spaces.
- “SAG” means Clackmannanshire “Safety Advisory Group”, formed of council officer’s, Fire Service, Police and the Ambulance Services.

1. Charge for Hire

- 1.1 The Council reserves the right to require payment of a **returnable Deposit** as security against damage prior to the granting of any let. The Council reserve the right to withhold all or part of any returnable deposit or to recover the full cost of any reinstatement work carried out by the Council if the hirer fails to undertake / carry out the required reinstatement work.
- 1.2 Any charge on the Hirer for allowing the Event or any deposit required will be made known to the Hirer on request prior to acceptance of the application by the Council.

2. Costs

- 2.1 The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, etc.
- 2.2 A booking fee may be applicable.

3. Payment

- 3.1 Payment to be made to the Council by the Hirer, within 14 days, of the confirmed booking or receipt of any Invoice, from the Council.

3.2 Cheques should be made payable to Clackmannanshire Council.

4. Refusal of Bookings and Cancellation

4.1 The Council may, at anytime, cancel permission to use its Venue in circumstances which are considered appropriate, including but not limited to; preservation of the site; the site being required for the performance of other Civic duties. The Council will not be liable to make or pay any compensation for such cancellation.

4.2 If the hire of the Venue is cancelled by the Hirer or if the Hirer fails to notify the Council in writing of the cancellation at least 28 days prior to the Event, the Hirer shall be liable to the Council for any additional expenses incurred.

5. Emergencies

5.1 The Council shall have the right to cancel any booking forthwith in the event that the Venue is affected by an emergency of any kind.

6. Use of the Venue

6.1 The Hirer shall ensure that the Venue is left in a clean and tidy condition at the conclusion of the Event, and shall ensure that all litter, debris etc. is removed from the site and placed in suitable litter receptacles. The Council shall have the right to recover costs incurred from the Hirer in the event that the Council deems the Hirer to have failed to leave the Venue in a clean and tidy condition at the conclusion of the Event.

6.2 The Hirer shall undertake to ensure (so far as is practicable) that no loss, damage, defacement or destruction is caused to any Council owned equipment, materials, facilities or natural features, and shall further undertake to reimburse the Council with any costs that might necessarily be incurred by the Council in the repair, replacement, cleaning or reinstatement required as a result of the actions of any persons attending, or participating in, the Event.

6.3 The property of the Hirer and the Hirer's agents must be removed within a period of time to be agreed with the Council. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.

6.4 The Hirer shall undertake to ensure that no motorised vehicles are brought onto or parked on the site without the prior approval of the Council. Should permission for vehicles be granted a maximum speed limit of 5 mph must be observed and pedestrians given right of way at all times. The responsibility for re-instating any damage caused by vehicles shall be the Hirers.

6.5 The Hirer is responsible for the supervision and control of Event participants, officials, visitors, spectators, and where car parking is available adequate stewarding is to be maintained to ensure all vehicles are parked safely and no disruption is caused to the highway or other users of the Venue.

6.6 The Hirer is responsible for the provision of stewards and security staff and for the maintenance of good order at the event for which the site has been let.

6.7 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.

- 6.8 The Council may require the Hirer to provide, at their own expense if, such temporary sanitary facilities as are deemed reasonable by the Council.
- 6.9 The sale or consumption of alcoholic drinks at the Venue will not be allowed without the prior written consent of the Council.
- 6.11 It is essential that the Hirer ensures that all grass areas used over the course of the event are protected from damage particularly if weather conditions are poor and ground is liable to become saturated Ground Protection Damage limitation is essential where vehicles are operating and heavy equipment is located on grass areas.
- 6.12 It is the hirer's responsibility to check if their proposed event or activity requires a Public Entertainment licence (PEL) Hirers/Event Organisers are advised that certain types of events/activities require a temporary Public Entertainments Licence eg. use of parks/Open Spaces for concerts, circuses, marquees, dances, fun fairs, demonstrations, galas, fun days and similar events. For further information contact: licencing@clacks.gov.uk telephone number 01259 450000.
- 6.13 Upon submission of the application the Council shall be notified which person is engaged by the Hirer and shall be present at the site throughout the period of the Event.
- 6.14 The Hirer shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional decorative lighting in or on any parts of the Venue without the prior written consent of the Council.
- 6.15 The Hirer shall ensure that the Venue or any part thereof shall not be used for any illegal or immoral purpose or for conducting or allowing noisy, noxious or offensive activity or anything which may cause nuisance, annoyance or damage to the Council or the owners or occupiers of other property in the neighbourhood.

7. Right of Entry

- 7.1 Authorised Council Officers or Elected Members shall be permitted entry to the Venue at all times during the period of hire.
- 7.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 7.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.
- 7.4 The Hirer must adhere strictly to the maximum capacity specified for the Park/ Open Space and the accommodation within that site. Failure to comply with the maximum capacity may result in the immediate termination of the let without any liability by the Council to the Hirer, or any other party, for any loss arising from such termination. All community parks and open spaces are open to inspection by Police Scotland, Scottish Fire & Rescue Service and Health & Safety Executive at any time.

8. Fly Posting

- 8.1 The advertising of an Event by fly-posting will result in the immediate withdrawal of permission to use the Venue. Organisers are advised that if this condition is contravened the Council will seek to recover the costs of removing any unauthorised material.

9. First Aid

- 9.1 The Hirer shall provide adequate first aid cover for the Event. Should the first aid cover provided be deemed inappropriate by the council, the Hirer agrees to provide first aid cover at the level specified.

10. Health and Safety

- 10.1 The Hirer must ensure that it complies with all the relevant Health and Safety Regulations.
- 10.2 The Hirer agrees to carry out a suitable and sufficient assessment of the risks to the health and safety of those who attend the Event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any guidelines, relevant thereto at all times during the Event and while preparing and clearing the Venue for the Event. Copies of assessment of risks must be available for inspection by the Council and/or any other relevant body e.g. Health and Safety Executive.

11. Indemnity and Insurance

- 11.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue.
- 11.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue.
- 11.3 The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.
- 11.4 The Hirer agrees to obtain Public Liability Insurance Cover for Third Party Risks (including products liability where appropriate) the relevant limits of indemnity shall be an amount approved by the Council's Insurance and Legal Sections. Under no circumstances shall this be less than £5,000,000 (five million pounds) and the Council reserves the right to require a higher limit if deemed necessary. The Hirer will be required to produce evidence of such insurance.
- 11.5 Failure to provide proof of insurance cover as required under clauses 11.1 and 11.4 at the time of signing the Hirers Booking Form will lead to cancellation of the Event.
- 11.6 The Hirer shall ensure that its Contractors and Agents are insured under the same insurance standard and requirements as outlined in clauses 11.1 to 11.5.

12. Noise Pollution

- 12.1 The hours of operation will normally be until 2300 hrs; however these may be extended depending on circumstances. Further information can be obtained from the Pollution Control Section of Clackmannanshire Council.
- 12.2 The Hirer shall ensure that sound levels from amplified music and noise from generators and other equipment are adequately controlled to prevent noise nuisance to resident occupiers in the vicinity of the site. Hirer of events 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 the event.
- 12.3 The organiser shall nominate a contact person (or persons) who shall be present at each event to control noise levels and an undertaking given that should noise nuisance complaints occur, levels can be suitably adjusted on the request of an Environmental Health Officer or Police Officer.

13. CDs Records and Performance Copyright - Infringement

- 13.1 The Hirer shall not play or permit to be played records, compact discs, radios or tape recorders at a Venue or perform any work, which will infringe the rights of any third party in an intellectual property.
- 13.2 Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified the Council.

14. Gambling

- 14.1 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.

15. Catering

- 15.1 All caterers at the Event must be given notification to, and made available for inspection by the Council's Food Standards Section, and comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) regulations 1995 and any amendments thereto. All prices and charges shall be clearly displayed.

16. Alcoholic Drinks

- 16.1 The Hirer shall not sell or provide alcohol at the Venue during the hire unless agreed by the Council and where all necessary licences have been granted.

- 16.2 Applications for permission to sell alcohol during a let must be submitted to the Licensing Authority at the same time as the application for let is submitted to the Council.

Alcohol may be sold within the community facility only subsequent to the grant of an Occasional Licence by the Licensing Authority. The Hirer is responsible for ensuring that all alcohol is sold in accordance with the Licensing (Scotland) Act 2005 as amended and any particular conditions imposed by the Licensing Authority. A copy of the Occasional Licence must be provided to the Council prior to the let of the community facility commencing. The granting of a licence does not mean a let is automatically approved.

17. Property Not Removed

- 17.1 The Council may remove, and store or dispose of any property left by the Hirer at the Venue after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal, storage or disposal of any property left by the Hirer at the Venue. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as it thinks fit any property left at the Venue as a result of the hirer not claiming within 28 days. The proceeds of sale shall be the Council's.

18. Breach of Conditions

- 18.1 The Hirer shall be responsible for ensuring that the conditions of hire are complied with by all persons using the Venue arising out of or in consequence of hiring.
- 18.2 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 and the Hirer must remain liable for all charges, including cancelled future bookings.

19. Variations to the Agreement

- 19.1 The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days or receipt of such notice, terminate this agreement.

20. Contract

I have read and understood these conditions and agree to be bound by the terms and conditions and fees.

Signed on behalf of the hirer: _____

Date: _____

Title of event: _____

Date of event: _____

Print full name: _____

Name of organisation: _____

Position within organisation: _____