



TERMS AND CONDITIONS OF HIRE

Dated

The hire of Hart District Council's Parks & Open Spaces is subject to the standard Terms and Conditions of Hire herewith: -

1.0 INTERPRETATION

- 1.1 In these conditions the following words and expressions shall have the following meaning
- 1.1.1 **“Application”** means the application form submitted by the Hirer for the use of the Venue shown at Appendix 1.
 - 1.1.2 **“Conditions”** means these booking conditions between the Council and the Hirer for the hire of the Venue in accordance with the Hire Details.
 - 1.1.3 **“The Council”** means Hart District Council and includes its successors in title.
 - 1.1.4 **“Deposit”** means the deposit to secure the booking of the Venue as stated in the Hire Details.
 - 1.1.5 **“Due Date”** means 28 days prior to the date of the Hire Period.
 - 1.1.6 **“Event”** means the event or function for which the Hirer is hiring the Venue.
 - 1.1.7 **“Hire Charge”** means the charges payable by the Hirer for the hire of the Venue.
 - 1.1.8 **“Hire Period”** means the period of time agreed for the hire of the Venue, as specified in the Hire Details and Application, including any period of time to set up and clear the Venue.
 - 1.1.9 **“Countryside Management Team”** means the team within Hart District Council responsible for the day-to-day management of events and the processing and booking of applications.

1.1.10 **“Venue”** means the property or location to be hired by the Hirer including the immediate surrounding area open to the public, as specified in the Hire Details and Application.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes emails.
- 2.0 **CONFIRMATION OF HIRE**
- 2.1 These Conditions shall come into effect on the date of this agreement, or the date that the Deposit has been paid to the Council in cleared funds by the Hirer, if later. Until that time, bookings for hire will be treated as provisional.
- 3.0 **APPLICATION OF TERMS**
- 3.1 The use of the Venue shall be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which purports to apply under any previous agreement).
- 3.2 These Conditions, save where expressly agreed in writing by the Countryside Management Team, shall apply as specified for the hire of the said Venue. Doubts as to the meaning or interpretation of these conditions should immediately be referred to the Countryside Management Team whose decision shall be final.
- 3.3 The person signing the application form will be deemed to be the Hirer and will be responsible for complying with the conditions of this agreement. Where a company or other incorporated organisation is making a hiring, a person duly authorised by the company should sign the application form. Its current trustees will also be deemed to be the Hirer and they will all be jointly and severally liable.
- 4.0 **CHARGES**
- 4.1 The Hire Charge shall be in accordance with the scale of charges as fixed from time to time by the Council. The Council reserves the right to require payment of the full Hire Charge at the time of booking or at any time prior to the date for which any of the facility is booked.
- 4.2 The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc over and above the hire charge for the event.
- 4.3 Any application not coming within the scale of the Hire Charge will be a matter for special consideration by the Countryside Manager and agreement with the Hirer.

- 4.4 If any part of the Venue shall be used for any purpose before or after the times specified in this agreement, the Hirer shall pay on demand to the Council for such use in accordance with the scale of The Hire Charge.
- 4.5 Methods and timings for payment are detailed in this agreement.
- 4.6 Payments become due upon receipt of an invoice from the Council. The Council reserves the right to levy an administrative charge of £10.00 if payment is not made within 28 date of the invoice date.
- 4.7 In accordance with the Late Payment of Commercial Debts (Interest) Act 1998 interest will be applied at the statutory rate until payment.

5.0 DEPOSIT

- 5.1 A deposit equivalent to 25% of the total cost of the hire will become due within 28 days of the date of this agreement.

6.0 REFUSAL OF BOOKING AND CANCELLATION

6.1 The Council:

- 6.1.1 reserves the right to refuse any application for the hire of a Venue without being required to give any reason for such refusal.
- 6.1.2 reserves the right to withdraw permission to use the Venue. The Council will repay any deposits paid to them but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 6.1.3 accepts no responsibility for the non-arrival by the due date of application forms, remittances or cancellations.

6.2 The Hirer must:

- 6.2.1 cancel any booking in writing and the effective date will be the date of receipt of such information by the Countryside Management Team.
- 6.2.2 give 28 days' notice of cancellation will result in any refund of the initial deposit being subject to the following refund scale: -

28 days' notice or more – a full refund of any deposit will be available;

14 to 28 days – a 75% refund of the deposit;

7 to 14 days – a 25% refund of the deposit;

less than 7 days' notice – the hirer shall be liable to the Council for the whole of the Hire Charge together with any additional expenses incurred by the Council.

- 6.2.3 Promptly inform the Council of any substitution and/or amendments to the nature of the booking in writing to the Countryside Management Team who reserves the right either to cancel the booking or amend the Hire Charge as they consider appropriate.
- 6.3 The Council may terminate this agreement with immediate effect by giving the Hirer notice in writing if:
- a) The Hirer fails to pay any amount due under this agreement on the due date for payment;
 - b) The Hirer commit a material breach of any term of the agreement;
 - c) The Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the agreement is in jeopardy
 - d) The Hirer is unable to perform its obligations in connection with the agreement in pursuant to clause 7
- 7.0 **FORCE MAJEURE**
- 7.1 Neither party shall be in breach of this agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 8.0 **USE OF THE VENUE**
- 8.1 Subject to clause 5, the Council grants the Hirer a right for the Hire Period to enter and use the Venue for the Event in accordance with these Conditions of Hire. The Hirer acknowledges that:
- (a) the Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of landlord and tenant is created between the Council and Hirer by this agreement; and
 - (b) the Council retains control, possession and management of the Venue and the Hirer has no right to exclude the Council from the Venue. The Council reserves the right to enter the Venue at all times during the Hire Period.
- 8.2 The Hirer agrees and undertakes to: -
- 8.2.1 Not use the Venue other than for the Event;
 - 8.2.2 Not do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to any other customers, or any owner of occupier of neighbouring property;

- 8.2.3 keep the Venue clean and tidy, and ensure that the Venue is regularly litter picked during the Event. The Hirer shall further ensure that the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse is complied with and shall;
- 8.2.4 remove all litter and refuse generated by the Event;
- 8.2.5 not cause or permit to be caused any damage to the Venue, including any equipment or fixtures at the Venue;
- 8.2.6 have responsibility for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions;
- 8.2.7 supervise and have control of Event participants, officials, visitors and spectators;
- 8.2.8 where necessary, ensure that the road closure equipment is not moved and maintain the integrity of the closure;
- 8.2.9 not interfere with or attach anything to any item of street furniture or parks furniture;
- 8.2.10 not excavate or drill pinning holes into the Venue except with the prior written consent of the Council;
- 8.2.11 ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue;
- 8.2.12 ensure that no vehicles are parked or driven across any public footpath located within the Venue;
- 8.2.13 ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue;
- 8.2.14 not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council;
- 8.2.15 to position any noisy activities such as funfairs or musical events as far away as possible from nearby residential properties. Care also should be taken with the siting and orientation of any noise producing equipment;
- 8.2.16 cease the Event and complete all clearing up operations by a time specified by the Council prior to the event taking place;
- 8.2.17 ensure that all users of the hired location have unrestricted access to the permanent public toilet facilities located within the Venue, if applicable;

- 8.2.18 not bring into the Venue any article of a flammable 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;
- 8.3 It is the responsibility of the Hirer to liaise with the Countryside Management Team and the local Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Countryside Management Team and the local Police regarding traffic management.
- 8.4 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.
- 8.5 The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 8.6 The use of any public address system at the Event must be operated in accordance with Section 84 and Schedule 1 of the Clean Neighbourhoods and Environment Act 2005.
- 8.7 The Council reserves the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Countryside Management Team.
- 8.8 The Hirer shall not be permitted to remove or obscure the Council's notices or placards displayed on the Venue without the prior written consent of the Countryside Management Team.
- 8.9 Where the Council has agreed that the Venue shall be used for a funfair then the Hirer shall supply a ground layout plan. The said document to include full details of all side shows and rides compliant with and ensuring operators adhere with the guidance given in the publication *Fairgrounds and Amusement Parks – Guidance on Safe Practice* published by the Health and Safety Executive, and all other statutory requirements.
- 8.10 The sale or consumption of alcoholic drinks is strictly prohibited, unless prior agreement and relevant licenses have been obtained from the Council.
- 8.11 If the Hirer fails to perform any of its obligations above, the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.
- 8.12 The Hirer will only be responsible for damage to the Venue caused by the Hirer, its employees, agents or sub-contractors. At the end of the Hire Period, the Hirer will only be responsible for putting the Venue back into the condition it was in at the commencement of the Hire Period.

9.0 RIGHT OF ENTRY

- 9.1 Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire.
- 9.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 9.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

10.0 ASSIGNMENT

- 10.1 The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred. The Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

11.0 PROHIBITION

- 11.1 The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking. This includes but is not limited to catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of the Council.

12.0 BROADCASTING AND TELEVISION

- 12.1 The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the period of hire without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and the terms and conditions of any agreements reached and to share any income and publicity derived there from.

13.0 ADVERTISEMENTS

- 13.1 Advertising material may not be issued, nor tickets sold until such time as a binding agreement to hire has been made on payment of the Hire Charge.
- 13.2 No advertisements, sign furniture, fitting or structure may be erected, place or fixed without the prior written consent of the Council.

13.3 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

14.0 **FLY POSTING**

14.1 No advertising material is to be displayed anywhere on the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

14.2 Under no circumstances will fly posting on trees be allowed.

14.3 A deposit may be required as a security against the occurrence of fly posting, which must be received at least 28 days prior to the Event. The deposit will be forfeited either in whole or in part depending on the extent to which the anti-fly posting provisions are complied with.

15.0 **PERMITS AND LICENCES**

15.1 The Hirer shall ensure that any licence, permit or other consent, which may be required, is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained; the Council reserves the right to cancel the booking forthwith.

15.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.

16.0 **HEALTH AND SAFETY**

16.1 The Hirer agrees to undertake a risk assessment for the Event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the event and while preparing and clearing the Venue for the Event.

17.0 **LIABILITY**

17.1 The Hirer shall be responsible for and keep the Council fully indemnified against all damage (including damage to the Venue), damages, losses, costs, expenses, actions, demands, claims and liabilities made against or incurred by the Council (save to the extent that the same should arise from any negligent act or omission of the Council) arising out of: -

17.1.1 any act, omission or negligence of the Hirer or any person or persons at the Venue expressly or impliedly with the Hirer's authority or consent; or

- 17.1.2 any breach by the Hirer of these terms and conditions.
- 17.2 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.
- 17.3 The Hirer agrees to take out Employer's Liability, Public Liability and Product Liability Insurances where appropriate for a minimum of £5,000,000 (five million pounds) and produce evidence of such insurance.
- 17.4 The Hirer will be required to produce evidence of the existence of Insurances under clause 17.3 at such level as required by the Council in respect of any exhibitor, ground entertainer, sub-contractor, caterer that the Hirer has instructed or authorised to appear at the event.
- 17.5 Failure to provide proof of insurance cover as required under clauses 17.3 and 17.4 prior to the due date will lead to cancellation of the Event.
- 18.0 **DATA PROTECTION**
- 18.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulations ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
- 19.0 **CATERING**
- 19.1 All caterers at the Event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.
- 19.2 All professional caterers at the event should be Members of the Nationwide Caterers Association (NCASS).
- 20.0 **PROPERTY NOT REMOVED**
- 20.1 The Hirer must remove any equipment, property, decorations, displays and any other items of the Hirer from the Venue at the end of the Hire Period or by a time and date to be agreed with the Environmental Promotion Management Team.

20.2 The Council may remove and store any property that is left by the Hirer in or upon the Venue after the Hire Period. The Hirer shall repay to the Council on demand the costs of such removal and storage. 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 they think fit any property left at the Venue as a result of the hiring not claimed within 28 days. The proceeds of sale of which shall be the Council's.

21.0 VARIATIONS TO AGREEMENT

21.1 NO exclusion or variation of any term or condition can apply unless submitted and agreed in writing by Hart District Council.

21.2 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. If any material variation is made by the Council to the Conditions of this agreement then the Hirer may, within 7 days of receipt of such notice, terminate this agreement by giving the Council notice in writing.

22.0 NOTICES

(a) Any notice or other communication given to a party under or in connection with these Conditions shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (ii) sent by email to the address specified in the Hire Details.

(b) Any notice or communication shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.8(b)(iii), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This **Error! Bookmark not defined.**23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23.0 THIRD PARTY RIGHTS

23.1 These Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24.0 GOVERNING LAW

24.1 These Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales

25.0 JURISDICTION

25.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or its subject matter or formation.

Hire details

Booking reference:	
Hirer:	
Hirer's address:	
Event:	
Hire period:	
Venue:	
Deposit:	
Charges:	

Signed by..... for and on behalf of **Hart District Council**

In the presence of

Witness signature	
Name	
Address	
Occupation	

Appendix 1: Application