

Terms and Conditions of hire of the North Trade Road Recreation Ground and the Pavilion therein (supplementary to the Battle Town Council Lettings Policy)

1 Definitions

- 1.1 'Council' means Battle Town Council.
- 1.2 'Event' means the purpose for which the venue has been booked.
- 1.3 'Hirer' means the individual, company or the representative of the organisation booking the event and who pays any fees/charges due.
- 1.4 'Venue' means the recreation ground and/or the pavilion therein.

2 Payment

- 2.1 An invoice will be sent to the hirer following the event.
- 2.2 The hirer will be liable for the full cost of the provision of any services necessary for the event (e.g. electricity, water) over and above the hire charge for the event.

3 Deposit

- 3.1 A deposit will be payable to the Council by all hirers 28 days prior to the event.
- 3.2 Cash or a cheque for the deposit amount will be held until after the event. The deposit will be forfeited in the event of any damage or loss to the venue.
- 3.3 The venue will be inspected by a Council representative prior to and after the event to ascertain whether any damage or loss has been incurred, such as (but not limited to) damage to grass, hedges, flowers, shrubs, trees, fences, buildings, equipment or financial loss of litter picking.
- 3.4 The deposit will be held as part payment for any necessary work to make good any damage or loss. The hirer will be liable for the full costs of any damage, so the Council will seek to recover any additional amount if the full costs exceed the deposit amount.
- 3.5 Provided that no damage or loss has been incurred, the full amount of the deposit will be refunded within 28 days of the event.

4 Booking, Cancellation and Regulations

- 4.1 The Council reserves the right to refuse any application to hire the venue
- 4.2 The Council reserves the right to withdraw permission to use the venue at any time should an emergency or unforeseen circumstances arise. The Council will refund any deposits paid, but shall accept no responsibility for expenses incurred or loss sustained by the hirer as a result of the cancellation. (It is recommended that hirers arrange Event Cancellation insurance if appropriate.)
- 4.3 Cancellation by a hirer must be made in writing. Hirers who do not take up their booking for any reason and fail to notify the Council of their cancellation in writing shall forfeit any deposit or charge paid.

- 4.4 Amendments to the booking must be notified in writing to the Council.
- 4.5 The Council accepts no responsibility for the non-arrival of application forms, remittances or cancellation notifications.
- 4.6 The booking shall be particular to the hirer and the right to use the venue shall not be sublet or otherwise transferred.
- 4.7 The Council reserves the right to fix a maximum limit to the number of persons attending the event.
- 4.8 The hirer shall not engage in any activities that might be deemed to be ancillary to the main purpose of the booking (e.g. catering, stalls, raffles) without the written permission of the Council.
- 4.9 Collections, games of chance, sweepstakes, lotteries and betting of any kind must be in accordance with the Gambling Act 2005 and must comply with the *Licensing Act 2003*.
- 4.10 All caterers at the event must comply with the requirements of *The Food Hygiene (England) Regulations 2006*.
- 4.11 The hirer may not carry out or allow any commercial photography, filming, video recording, sound recording, television or radio broadcasting or any other recording during the period of hire without the written permission of the Council. If such consent is given, the Council reserves the right to be a party to negotiations, terms and conditions of agreements reached and to share any income and publicity derived as a result of the event.
- 4.12 Authorised Council representatives shall be permitted entry to the venue at all times during the period of hire. The hirer must identify a person present at the event and make their mobile telephone number available to the Council, other officials, attendees and members of the public for use in the event of enquiries, incident or other problem.
- 4.13 Where the event is exclusively or primarily for young people, the hirer must provide their Child Protection Policy to the Council.
- 4.14 **It is the hirer's responsibility to undertake a risk assessment for the event and provide a copy to the Council, together with a copy of the hirer's public liability insurance.**

5 Use of the Venue

- 5.1 The venue is available between the hours of 08.00 and 23.00. The hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the venue or to users of the immediate surrounding area.
- 5.2 The hirer must take good care of the venue and will be responsible for any damage to the venue or any equipment or property of the Council therein.
- 5.3 The hirer shall keep the venue clean and tidy and ensure that the venue is regularly litter picked during the event. The hirer shall remove all litter and refuse generated by the event from the venue.
- 5.4 The hirer must remove all property at the end of the hire period or a date and time agreed with the Council.

- 5.5 If the hirer fails to perform any obligations set out in clauses 5.1, 5.2 and 5.3 above, the Council reserves the right to perform those obligations and recover any costs incurred from the hirer.
- 5.6 The hirer is responsible for the organisation and running of the event; for having sufficient stewards and officials; for the supervision and control of event participants, stewards, officials, visitors and spectators.
- 5.7 The hirer must ensure that all users of the area have unrestricted access to the permanent public toilet facilities. The Council reserves the right to require the hirer to provide at their own expense temporary toilet facilities at such a level as is deemed reasonable by the Town Clerk or her/his Deputy.
- 5.8 The sale, supply or consumption of alcoholic drinks is strictly prohibited without the written prior consent of the Council. It is the responsibility of the hirer to apply for the relevant Temporary Events Notice
- 5.8 The hirer must provide appropriate lighting to all public areas where the venue is to be used in the dark.
- 5.9 The hirer shall not excavate or drill holes in the venue with written permission from the Council.
- 5.10 The hirer shall not be permitted to obscure or remove Council notices displayed at the venue without the written permission of the Council. The hirer shall not interfere with or attach anything to any item of street furniture, building or structure within the venue.
- 5.11 The hirer shall not erect any sign or notice at the venue without the prior written permission of the Council. Any advertising material at the venue or in the town must conform with the *Town and Country Planning (Control of Advertisement) Regulations 1992*.
- 5.12 The deposit may be used as a security against the occurrence of fly posting. This deposit will be forfeited either in whole or in part, depending on the extent to which any fly posting that has occurred is remedied.
- 5.13 The hirer shall obtain the written permission of the Council for the use of any public address system at the venue. Any such system must be operated so as not to cause a noise nuisance as in clause 5.1.
- 5.14 The hirer shall obtain the written permission of the Council for the use of generators at the event. The hirer must ensure that generators are operated in a safe manner and are segregated from the public or protected by barriers/covers.
- 5.15 The hirer shall not bring into the venue any article of an inflammable or explosive character or which produces an offensive smell; any oil, electrical or gas apparatus; or high flying object without the written permission of the Council.
- 5.16 It is the responsibility of the hirer to liaise with the Sussex Police regarding any impact that the event may have on traffic arrangements in the vicinity of the venue.
- 5.17 Where the Council has agreed that the venue shall be used for a fun fair, then the hirer shall comply and ensure that operators of rides comply with guidance in *Fairgrounds and Amusement parks – Guidance on Safe Practice*