

# Cheltenham Borough Council



## Parks and open spaces terms and conditions of hire

### 1. Definitions

In these terms and conditions, the following expressions shall have the meanings assigned to them below:

<b>The council</b>	<b>Cheltenham Borough Council</b>
<b>The land</b>	Any <b>specified area</b> .
<b>The chief officer</b>	Greenspace Development Manager, for the council, or any officer duly authorised by them.
<b>The hirer</b>	the person by whom the application form is signed, or if that person is specifically stated to have signed on behalf of some other person, body or organisation, that person, body or organisation; and shall be jointly and severally liable with the person whose signature appears on the application form.

### 2. 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:-

**Events Officer**  
**Greenspace Development Team**  
**Cheltenham Borough Council**  
**Central Depot, Swindon Road,**  
**Cheltenham, Glos. GL51 9JZ.**

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 90 days prior to your proposed date.

- b) The **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 **chief officer** that his/her application has been granted and has completed a formal agreement.

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### 3. 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 **council** from time to time and available to the **hirer** on request from the **chief officer**.
- b) The **hirer** is required to pay the **council** the specified fee for hire of the specified area, payable to Cheltenham Borough Council forthwith on the granting of the application.

### 4. Cancellation of hire

- a) The **council** may, by notice in writing to the **hirer**, cancel the hiring if the **council** wish to use the **land** in connection with an occasion of national rejoicing/ mourning or for a purpose which, in the reasonable opinion of the **council** is of civic or national importance on a date or dates on which the **council** has agreed to hire the **land** to the **hirer**.
- b) If in the event of the hiring being cancelled under 4(a), the **council** shall refund to the **hirer**, without interest, any charges paid in respect of the hiring. No compensation whatsoever shall be payable by the **council** the **hirer** for any loss or damage howsoever suffered as a result of the cancellation.
- c) The **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 **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 **council** not re-hiring the land at the said times and dates.
- d) The **council** may, without notice, terminate any hiring and effect immediate vacation of the **land** if, in the reasonable opinion of the **chief officer**:
  - 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.

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- iii) prior to the start of the event, the programme or other details of particulars referred to in clause six hereof have not been supplied, or if supplied, have not been approved by the **chief officer**.
- iv) any sum payable under clause three hereof is not paid by the **hirer** to the **council** on the date upon which it is due.

### 5. 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 **chief officer** whose consent may be given subject to any conditions he may see fit to impose.

### 6. Programme and layout

The **hirer** shall submit, in writing to **chief officer**, 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 **council** or the **hirer**. The **chief officer** 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.

### 7. Posters and tickets

The **hirer** shall submit, if requested, to the **chief officer**, 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.

### 8. Fly posting

The **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 **chief officer** may cancel the hiring without liability to the **council** and without payment of compensation to the **hirer**, who will remain responsible for the full cost of the hiring.

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### 9. Licences

It is the task of the **hirer** and not that of the **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 **chief officer**, 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 **chief officer** without liability to the **council**, and without payment of compensation to the **hirer** who shall remain responsible for paying the full cost of hiring. (Refer to guidance notes on the application form for further help in obtaining licences).

### 10. 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.

### 11. 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.

### 12. Conduct of patrons

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 **chief officer** 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.

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### 13 Damage to land and reinstatement

- a) 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 **chief officer**
- b) A visit by an officer of the **council** and the **hirer** to the **land** may be held 24 hours before the event at the discretion of the **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.

### 14. Gaming and lotteries

The **hirer** shall not hold, or permit to be held, any gaming of any sort without the written permission of the **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.

### 15. Permission to use the land

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

### 16. 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 the **land** is occupied.
- b) The **chief officer** reserves the right of 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.

### 17. Rights of access

- a) The **chief officer** 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 public rights of way that may cross the **land**.

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### 18. 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.

### 19. Liability for loss or damage

- a) The **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 **council**, its employees or any person for whom it is responsible.
- b) The **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 **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 liability to indemnify the **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 **chief officer** 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 **chief officer**
- f) The **hirer** shall repay to the **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 head of parks and landscapes whose certificate shall be final.
- g) The **hirer** shall comply with the Policy for Special Events, the Charter for Animals and any other policy relating to the use of the **land** during the period of hire.