The Conditions

Permission to occupy
The Council gives permission to the Hirer, in common with the Council and all others authorised by the Council (so far as is not inconsistent with the permission given to the Hirer), to use the Venue for the Event for the Hire Period in return for the Fee paid by the Hirer to the Council.

The Hirer acknowledges that:

(a) The Hirer shall occupy the Venue as a licensee and that no relationship of landlord and tenant is created between the Council and the Hirer by this agreement;
(b) The Council retains control, possession and management of the Venue and the Hirer has no right to exclude the Council from the Venue;
(c) The permission to occupy the Venue is personal to the Hirer and is not assignable

Noise
All steps must be taken to mitigate noise from amplified music. All generators and associated equipment should be fully serviced, fitted with efficient silencers and sound proofed as necessary and sited as far as reasonably possible from houses/residential areas.

Health and Safety
The Hirer shall take all necessary measures to comply with and to ensure compliance by it and all of its employees, contractors and agents with the requirements of the Health and Safety at Work Act 1974 etc. and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Hirer's employees, contractors and agents and other persons in the performance of this agreement.

First Aid
First aid services and equipment must be made available appropriate to the size or expected size of the Event.

Charitable collections and gambling etc
Charitable collections shall not be carried out other than ones that have been authorised by the Council in writing and where all necessary permits have been granted.

No sweepstakes, raffles or other lotteries shall be held at the Venue other than those permitted by Law and agreed to (in writing) by the Council.

Litter
The Venue must remain litter free and that all rubbish and/or waste is collected and removed from the Venue (including at the end of the Hire Period). The Council may provide collection by prior arrangement, the costs for which shall be met in full by the Hirer.

Utilities
If the Hirer wishes to use any services (e.g. water, electricity) at the Venue, it shall, within at least 15 working days prior to the start of the Hire Period seek the consent of the Council to use and provide such services (such consent not to be unreasonably withheld or delayed).

The Council shall invoice the Hirer after the Hire Period for the reasonable cost to the Council of providing such utilities. Where it is not possible for the Council to ascertain the exact amount of supply the Hirer accepts that the Council shall make a reasonable estimate of the supply.

All electrical equipment must be safe and tested in accordance with the Code of Practice for In-Service Inspection and Testing of Electrical Equipment as issued by the Institute of Electrical Engineers.

Toilets
Adequate and appropriate public conveniences shall be provided by the Hirer at the Hirer's expense and that such public conveniences must be maintained in a clean condition to the reasonable satisfaction of the Council at all times throughout the Hire Period.

Vehicles
Vehicle movement at the Venue must be kept to an absolute minimum and associated only with transportation of infrastructure for; (i) the set up and pull down of the Event, (ii) as part of the Event, (iii) delivery of necessary supplies and also for emergency services. There shall be no parking at the Venue for staff or attendees associated with the Event. The Council also reserves the right to refuse access to any vehicle should it appear to the Council that the ground conditions at the Venue are unsuitable.

Access
Arrangements for access to the Venue prior to the start of the Hire Period shall be agreed between the Council

and the Hirer. A key will be provided by the Council to be collected and returned on agreed dates and may be subject to a £100 penalty fee if not returned.

Damage
Reinstatement works will be arranged by the Council in the event that damage is caused to the Venue or the surrounding area as a result of activities during the Hire Period, and the full costs incurred by the Council shall be recovered from the Hirer.

Licenses Approvals and Notices
The Hirer shall obtain all necessary notices, licenses, approvals and permissions for the Event including, but not limited to, the provisions of the Licensing Act 2003, for:

1. a temporary events notice application to be made to the Council's licensing department not less than 14 days before the start of the Hire Period if the Event is attended by up to 499 people at any one time; or
2. a premises license application to be made to the Council's licensing department not less than 14 days before the start of the Hire Period if the Event is attended by more than 499 people
3. If you are intending to have music as part of your event; for example, through radio, TV, CD, MP3 or PA System, or at live events, this is considered a 'public performance'. The Copyright, Designs and Patents Act 1988 states you need to get permission from the copyright holder to 'perform' music in public – and a music licence grants you this permission.

The event organiser has sole responsibility to arrange the necessary cover in this respect. To do this you must contact music.licence@PRSformusic.com or telephone number 0845 309 3090, when their Customer Service teams will be able to issue the necessary permits.

The Hirer shall send a copy of all obtained notices, licenses, approval and permissions to the Council before the start of the Hire Period.

Insurance
The Hirer must take out public liability insurance with an insurance company of repute to cover loss of or damage to property (belonging to the Council or otherwise) and injury or death of any person caused by the Hirer's negligence during the Hire Period or in connection with it. The sum for such insurance must be not less than five million pounds and the Hirer must send a copy of the insurance policy to the Council on completion of the application form for the hire of the Venue.

The Hirer acknowledges that the Council's insurance does not extend to property brought onto the Venue by the Hirer in connection with the Event, in respect of fire, theft, loss or any other damage. The Hirer should make separate insurance arrangements in respect of such matters.

Indemnity
The Hirer shall indemnify the Council and keep the Council indemnified against all claims, demands, actions or proceedings in respect of death of, or injury without limit 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 hire of the Venue for the Event unless directly caused by the Council's negligence.

Fee and other charges

The Fee shall be paid by the Hirer to the Council within 28 days of receipt of an invoice from the Council.

An additional charge is payable by the Hirer to the Council if the Hirer uses the Council's premises license.

Playing recorded music may also be subject to a proportionate additional charge for the use of the Council's performing rights license.

The Council reserves the right to alter the Fee and charges, without notice, up to the date of this agreement.

All hire charges are reviewed and implemented by the Council annually to take effect from 1 April.

Cancellation
The Council reserves the right to cancel the Event immediately (and any future bookings) prior to or at any time during the Hire Period by notice if the Hirer breaches this agreement. The Hirer shall remain liable for all charges, including charges for cancelled future bookings.

The Fee in respect of a cancellation by the Council will be refunded.

The Hirer may cancel the Event by notice in writing to be received by the Council prior to the start of the Hire Period with the following terms applicable;

a. the Fee remains payable if the Event is cancelled within 7 days of the start of the Hire Period,
b. a cancellation charge is payable if the Event is cancelled within 8 or days of the start of the Hire Period,
c. Hirer to pay any costs directly incurred.
d. Repayment by the Hirer to the Council of any other payment which may have been made by the Council in association with the Event.

The Council will not be responsible for expenditure undertaken or loss incurred by the Hirer in connection with a cancellation.