|  |  |
| --- | --- |
| Logo, company name  Description automatically generated | **4: Terms and Conditions** |
| Revision: October 2021 |
|  |

|  |
| --- |
| **Guidance Documents for use of East Suffolk Council land for events and activities** |
| 1. | Good Practice Guidance |
| 2. | COVID19 Guidance |
| 3. | Event Management Template |
| 4. | Risk Assessment Guidance and Exemplar |
| **5.** | **Terms and Conditions** |
| 6. | Link to Fees and Charges (Pages 398 and 39)<https://www.eastsuffolk.gov.uk/assets/Your-Council/Financial-Information/Fees-and-Charges/discretionary-fees-and-charges-2021-22.pdf>  |

**PLEASE READ CAREFULLY**

**When you have successfully submitted an application you will be required to agree to the Terms and Conditions of Hire**

**This document outlines the Terms and Conditions pertaining to the Hire of East Suffolk Council Land to hold an activity or an event.**

1. The Hirer must indemnify the Council against any death, personal injury, loss of or damage to property and actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis) which arise as a result of the Hirer’s negligence or wilful misconduct or non- performance of its obligations under these conditions.
2. If any equipment is brought on to the site and is left on the site after the event has finished or is left overnight if the event lasts more than one day, the Hirer shall be responsible for ensuring that any equipment is properly secured against misuse. The Council accepts no responsibility for any loss or damage to such equipment. In addition, the Hirer shall specifically ensure that the insurance cover to be provided covers all risks for all of the time that the equipment is on Council land.
3. The Hirer is responsible for controlling access to the site for the duration of the event, which shall include setting up and taking down times. In particular, the Hirer shall so operate any traffic bollards, or any other device owned by the Council in such a manner as to prevent unauthorised access to the site. In the event that the Hirer permits or by his actions brings about unauthorised occupation of the site, the Hirer shall pay to the Council all costs properly incurred by it in seeking the removal of such persons from the site.
4. The event's organiser is responsible for all safety aspects of the event prior, during and after the event and must accept liability for any loss, damage injury or death, howsoever and by whomsoever caused.
5. Fly posting in any form is not permittedand may result in prosecution. Any breach of the condition will result in immediate cancellation of the permission to use the site. The cost of removing the fly posting will be deducted from the hirer's deposit.
6. It is not permitted, without prior written agreement, to use any public address system, loudspeaker apparatus, engines or generators.
7. The giving of goldfish or other live creatures as prizes is banned.
8. No circuses with performing animals of any kind are permitted at any event.
9. No car boot or jumble sales or similar are permitted on certain sites.
10. The siting of rides or attractions must be agreed in advance of the event, with the council and Suffolk Coastal or Waveney Norse (site plan to be uploaded at the end of the form).
11. Catering units are not permitted at events on Council land unless prior arrangement and agreement has been given to the Hirer in writing. Proof of relevant food hygiene certificates must be produced in advance to the council.
12. The Hirer shall at all times comply with any written directions or requirements by an officer of the Council or Suffolk Coastal or Waveney Norse during the duration of the event Where an event takes place on a Council site normally accessible to the public, the Hirer is to use as little of the site as is reasonable and to make provision for the public access to the remainder of the site.
13. The Council reserves the right to refuse permission for any booking without being required to give a reason for any such refusal.
	1. It reserves the right to cancel any booked event or withdraw permission to use the land any time up to and including the day of the event.
	2. It reserves the right to cancel any booked event due to poor weather conditions.
	3. It reserves the right to cancel the event if it has sufficient concerns or doubts about the safety of the event or if the organisers have failed to comply with advice given by the Safety Advisory Group.
14. Any breach of these conditions or directions by the Hirer or any participant in the event may result in the offending persons being removed from the site and/or immediate cancellation of the event.
15. No advertising material may be issued, or tickets sold until such time as permission has been granted by the Council for the event to take place.
16. For the benefit and protection of the surrounding land, environment, and wildlife and to avoid the risk of damage from the thereto (the Hirer) agrees that he/she will not release or permit anyone on the land of the Council pursuant to this (Agreement) to mass release balloons or release any sky lanterns whatsoever.
17. Where appropriate a deposit will be taken for each event and will be required on application. This is fully refundable if no issues requiring remedial action arise. The council reserves the right to deduct from this deposit the cost of any repairs or cleaning up required after the event. Removal of rubbish, clearing up and reinstatement work must be carried out to the standard required by the Council.
18. Fees are set annually by the Council with reduced concessions for charities and community groups.
19. The Council does not provide free car parking for events in its car parks. Any spaces used will need to pay the relevant charge. Loss of revenue will be charged to the event organiser should they need to block off any spaces for whatever reason. Cars may not be parked on council land either unless agreed with the council for a specific reason. The council reserves the right to deduct from your deposit a fine of £25 for each unauthorised car on site.
20. Any electricity used from points on Royal Green, Sparrows Nest Gardens or Nicholas Everitt Park will be charged at a flat rate of £10 per supply per day.
21. It is the event organiser's responsibility to make any arrangements regarding cleansing, barriers, toilets directly with Suffolk Coastal or Waveney Norse and pay any associated costs.
22. **Funfair and fairground Rides**

All documentation for fairground rides must be submitted to East Suffolk before the event. The Council will require details of all equipment and units one month prior to the event. Certification that the structures comply with the HSE guidance notes must be submitted a minimum of four normal office working hours prior to the event. Details of the electrical and structural contractor must be submitted for the council’s approval fifteen working days before the event. Funfair operators are required to provide the Council with the insurance, ride inspection certificates and specific risk assessments for any rides that they intend to have at their event. Failure to provide the information required by the due date shall entitle the Council to cancel the event.