

Terms and Conditions for the hire of sites and events taking place within The Borough Council Of Sandwell's borders

This Hire is between you (the "Event Organiser") and The Borough Council Of Sandwell who will be referred to in this document hereafter as TBCOS.

These terms and conditions apply to the Hire of the Site and form a binding contract between the Event Organiser and TBCOS, along with the Booking Documentation and known as the "Agreement".

1. DEFINITIONS

Booking Documentation is the booking application and all other documents completed by the Event Organiser for the purpose of booking the Hire.

Charges means the charges paid by the Event Organiser to TBCOS for the Hire of the Site, the administration and booking fees and any other additional costs paid to the TBCOS under this Agreement.

Hire means the hire of the Site for the duration of the Period of Hire by the Event Organiser from TBCOS for the payment of the Charges.

Notice means the notice as set out in clause 5 of this Agreement.

Period of Hire means time and dates agreed between the Event Organiser and TBCOS for which the Event Organiser is entitled to use the Site. For the avoidance of doubt, such period will include the time to set up and depart from the Site.

Site means the site for which the event shall take place as approved by TBCOS and where applicable, as set out in the plan provided by the Event Organiser.

2. EVENT ORGANISER'S OBLIGATIONS

- 2.1 The Event Organiser must be 18 years of age or over and shall be the person by whom the Booking Documentation for the Hire is signed. Such person shall be responsible for the payment of the Charges in respect of the Hire and for the observance and performance in all respects of the terms and conditions of this Agreement.
- 2.2 TBCOS have the right to refuse the Event Organiser's booking request where Booking Documentation is received less than 42 days prior to the Hire date.
- 2.3 The Event Organiser must:
 - a) pay the invoice for the Charges sent from TBCOS in full within 28 days of the date of the invoice or pay the Charges prior to the date of the Hire, whichever is sooner; and

- b) pay the Charges whether or not the Hire is actually exercised on a particular occasion unless the Hire is cancelled by TBCOS in accordance with clause 6.5; and
- c) pay additional charges imposed by TBCOS where the Event Organiser has occupied the Site outside of the Period of Hire.

Where the Event Organiser fails to pay in accordance with this clause, they must pay the Charges in full and TBCOS have the discretion to terminate this Agreement.

- 2.4 TBCOS have the right to refuse the Event Organiser's booking request where the Event Organiser holds an outstanding invoice payable to any department of TBCOS.
- 2.5 The Event Organiser shall not assign the benefit or burden of this Agreement or any part thereof sub-let any part of the Site.
- 2.6 It is the responsibility of the Event Organiser to ensure that ALL necessary licences for the Hire are obtained and approved by the Licensing Section of TBCOS prior to the Hire.
- 2.7 It is the responsibility of the Event Organiser to ensure that all information provided within the Booking Documentation:
 - (a) is to their knowledge true and accurate and shall inform TBCOS at any time that they become aware of any changes or inaccuracies within the information provided; and
 - (b) provides TBCOS with the Event Organiser's intended use of the Site and all proposed activities that will take place during the Hire, the risks inherent in the Hire and lists any abnormal use to which is intended.

TBCOS will provide the Event Organiser with permissions to Hire the Site according to the information provided within the Booking Documentation and will not apply to any subsequent additions or alternations.

- 2.8 The Event Organiser must ensure: -
 - a) that the Site is left clean and tidy at the end of each day during the period of Hire and left in the same condition as at the start of the Hire;
 - b) removal of all items brought onto the Site; and
 - c) remove all rubbish and litter.

Where the Event Organiser fails to comply with this clause, TBCOS may put the Site in a state of good order and condition and charge the Event Organiser for such costs as additional Charges.

- 2.9 The Event Organiser must ensure that no damage is caused to the Site.

Where the Event Organiser fails to comply with this clause, TBCOS shall charge the Event Organiser the costs for TBCOS's Parks Team to make good the Site, of which costs are final and non-negotiable.

- 2.10 It is the Event Organiser's responsibility to be aware of underground supplies and the potential for damage to occur should the ground be penetrated e.g. tent pegs, flag poles, heavy compaction from cars or machinery, muddy ground being regularly trampled etc. Details of mitigation should be included in the risk assessment and advice should be sought from the land owner and utilities search www.linerearchbeforeudig.co.uk.
- 2.11 The Event Organiser is responsible for ensuring that any third-party persons present at the Site for the purpose of the Hire comply with the terms and conditions of this Agreement. For the purpose of this clause, third-party persons include but are not limited to the staff of the Event Organiser, whether or not they are paid, representatives, sub-contractors, agents and any other persons on Site for the purpose of assisting with the Hire.
- 2.12 The Event Organiser shall be responsible for providing adequate toilet facilities for the estimated attendance of the event. On site toilets (if any) are not guaranteed to be open and are not suitable for large numbers of people.
- 2.13 It is the responsibility of the Event Organiser to provide an adequate number of stewards or Security Industry Authority (SIA) licenced security staff, whichever the Event Organiser having considered the HSE publications (<http://www.hse.gov.uk/event-safety/>), deems appropriate and who shall be present throughout the Hire where members of the public are admitted and are adequately trained on emergency protocols.
- 2.14 The Event Organiser must:
 - a) keep the Site clear of obstruction;
 - b) keep pathways and access points on the Site clear to allow for emergency access;
 - c) ensure that a person who is trained in first aid is present at all times;
 - d) provide TBCOS with contact details including the name and phone number of a person in charge or their designated representative of whom can be contactable in the case of an emergency at all times during the Period of Hire;
 - e) ensure that they carry out their Hire with adequate provisions to ensure the safety of all persons on the Site; and
 - f) at all times hold responsibility for ensuring that they have the correct equipment for the use and purpose of the Hire of the Site.
- 2.15 No warranty is given by TBCOS that the Site is fit for the use proposed by the

Event Organiser and it is for the Event Organiser to satisfy himself as to the Site's suitability and to take all reasonable precautions for the safety of all persons likely to use the Site during the Period of Hire.

- 2.16 It is the Event Organisers' responsibility to be in attendance at all times during the use of Site.
- 2.17 Any property left unattended at any time is done so at the Event Organiser's risk and is their responsibility to ensure that overnight security measures are organised where such property is left overnight.
- 2.18 The Event Organiser shall be responsible for supervising the behaviour of all persons using the Site and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises or park users.
- 2.19 The Event Organiser will make sure that they and those in attendance of the event do not act unlawfully or in a way to constitute a criminal offence.
- 2.20 No person shall in any part of the Site:
 - a) bring, place or erect any permanent furniture fitting, erection or structure;
 - b) place or fix any additional or decorative lighting or any decoration, shrubs, plants or similar things without the prior written consent of TBCOS;
 - c) place, fix or exhibit any advertisement in or upon any part of the Site without the prior written consent of TBCOS and where such consent is given the Event Organiser must, at its own expense remove all advertising material and flyers affixed or distributed on and around the Site;
 - d) use fireworks generating noise levels above 90dB. Local residents and businesses within a 500m radius of the Site must be informed in writing at least 14 days prior to any firework display taking place; and
 - e) use and release of Sky Lanterns/Chinese Lanterns and the lighting of fires is strictly prohibited on all sites.
- 2.21 No person shall in any part of the Borough place, fix or exhibit any advertisement in any location without the prior written consent of TBCOS.
- 2.22 If required by TBCOS, the Event Organiser must arrange for a fireman to be approved by the Chief Fire Officer of Sandwell to be in attendance during the period of Hire.
- 2.23 All electrical equipment used during the Hire must comply with the 'Code of Practice for In-service Inspection and Testing of Electrical Equipment 4th

Edition’.

- 2.24 At the request of TBCOS, the Event Organiser must provide within a reasonable time the following:
- 2.24.1 All information requested by Sandwell’s Safety Advisory Group. Attendance at a meeting may be required;
 - 2.24.2 a detailed programme of events taking place during the Hire; and
 - 2.24.3 any other information as TBCOS requests.
- 2.25 Sandwell’s Safety Advisory Group must recommend approval for the event to take place.
- 2.26 Parks staff, Events staff or other relevant employees of TBCOS or other authorised persons shall be allowed unimpeded access throughout all parts of the Site during the period of the Hire.
- 2.27 It is the responsibility of the Event Organiser to inform TBCOS by way of Notice within 48 hours of becoming aware of any wrong doing that has occurred on the Site whether or not it was in connection with the Hire or any damage to the Site whether or not it occurred before, during or after the Hire with such obligation being valid after the end of Hire period.
- 2.28 The Event Organiser must not affix TBCOS’s name or logo to any advertisement in connection with the Hire without the prior written consent of TBCOS.
- 2.29 The Event Organiser shall treat all information belonging to TBCOS as confidential and safeguard it accordingly. The Event Organiser shall keep all information and material supplied by TBCOS in relation to the Hire as confidential information until approval to disclose is provided by TBCOS.
- 2.30 The Event Organiser shall (and shall procure that all of its staff) comply with any notification requirements under the Data Protection Act 2018 and shall duly observe all of their obligations under the Data Protection Act 2018 which arise in connection with this Agreement.
- 2.31 The Event Organiser shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015.
- 2.32 It is the responsibility of the Event Organiser to ascertain whether Disclosure and Barring Service (DBS) checks are required and to ensure that such checks are taken of all their employees (paid and unpaid) and must ensure that they have complied with the DBS Code of Practice.

3. INDEMNITY AND INSURANCE

- 3.1 The Event Organiser is required to have in place for the duration of this Agreement their own public liability insurance from a reputable insurance company at the required level of £5 million limit of liability per claim or more as requested by TBCOS at their discretion, prior to the Hire of any Site and any other insurances for the purpose of the Hire.
- 3.2 The Event Organiser must produce a valid certificate of insurance and such other documentation as requested at any time by TBCOS as is necessary to demonstrate that the Event Organiser has complied with its obligations under this condition 3 prior to the Hire. Failure to do so can result to termination under clause 6.5.1 of this Agreement.
- 3.3 The Event Organiser shall not do or permit anything, or make any omission, which might cause any insurance to be voided
- 3.4 The terms of any insurance or the amount of cover shall not relieve the Event Organiser of any liabilities incurred in connection with this Agreement.
- 3.5 The Event Organiser shall inform TBCOS in writing whenever there is any change to the insurance referred to in this clause 3 (including any change in the scope or level of cover or the identity of the insurer)
- 3.6 The Event Organiser shall indemnify and keep indemnified TBCOS in full against all claims, demands, actions or proceedings in respect of but not limited to:
 - 3.6.1 any infringement of copyright or the unauthorised playing, performance, or use of any sound recording or any sound recording reproduction equipment or any other apparatus occurring during the Period of Hire on the Site;
 - 3.6.2 any damage to or loss of property on the Site belonging to any person arising from or in connection with the Hire; or
 - 3.6.3 the death or injury of any person which arose from an accident or occurrence in connection with the Hire of the Site.
- 3.7 Where TBCOS have made a claim in respect the Hire, TBCOS shall on demand recover the excess from the Event Organiser.

4. LICENCE

- 4.1 The Event Organiser shall comply with the following particulars at all times during the Agreement:
 - 4.1.1 TBCOS shall grant to the Event Organiser its licence and permission to use the Site during the Period of Hire for the purpose of the Hire, on the terms and conditions which are set out in this Agreement;
 - 4.1.2 The licence which shall be granted to the Event Organiser pursuant to

clause 4.1.1 shall be personal to the Event Organiser. The Event Organiser shall not purport to assign or transfer the said licence (whether in whole or in part) to any third party at any time;

4.1.3 The Event Organiser shall not acquire any exclusive rights of possession of a Site, or otherwise be a tenant or lessee of a Site;

4.1.4 The Event Organiser shall not use a Site for any purpose other than the Hire;

4.1.5 The Event Organiser shall not be entitled to exclude TBCOS and/or its agents and employees from a Site, or (without limitation) otherwise prevent them from carrying out any necessary repairs or maintenance to the same at any time.

5. NOTICE

5.1 Notice must be in writing and is effective on the date such Notice is sent.

5.2 Notice to TBCOS must be sent to: event_enquiries@sandwell.gov.uk.

5.3 Notice to the Event Organiser must be sent to the email address given on the Booking Documentation.

5.4 TBCOS will notify the Event Organiser where Notice is to be sent to an alternative address than that in clause 5.2.

6. CANCELLATION AND TERMINATION

6.1 Cancellation by the Event Organiser must be by way of Notice to TBCOS.

6.2 Where the Event Organiser cancels its Hire, they shall be liable to pay the Charges to TBCOS as follows:-

Notice Period	Amount
0-14 days	to pay 100% of the Charges
15-28 days	to pay 50% of the Charges
29+ days	to pay 0% of the Charges

6.3 Where the Event Organiser wants to postpone the Hire they must:

6.3.1 not do so where there is a variation to the Hire or information provided within the Booking Documentation and must instead cancel the event in accordance with clause 6.1 and 6.2;

6.3.2 give TBCOS at least 28 days' Notice of that postponement;

6.3.3 be liable to pay the Charges of the Hire as it will be on the date of the actual Hire; and

- 6.3.4 comply with all terms in this Agreement and any relevant legislation relating to the Hire
- 6.4 Where the Event Organiser fails to provide Notice in compliance with clause 6.2 or 6.3 of this Agreement, TBCOS will be entitled to the full Charges.
- 6.5 TBCOS reserve the right to cancel the Hire with immediate effect, without Notice where: -
 - 6.5.1 the Event Organiser fails to provide TBCOS with its insurance documentation in compliance with clause 3.2;
 - 6.5.2 it suspects that the Hire could result in danger which cannot be managed by the Event Organiser;
 - 6.5.3 has reasonable belief to suspect that the information on the Booking Documentation is purposefully incorrect or inaccurate;
 - 6.5.4 it suspects that unlawful activity may take place as a result of the Hire or that purpose of the Hire can result in the criminal offence;
 - 6.5.5 the Site becomes or is not fit for the purpose of the Hire;
 - 6.5.6 the Event Organiser fails to comply with the terms of this Agreement and TBCOS deem it reasonable and proportionate to cancel such Hire;
 - 6.5.7 the Event poses a threat to public health; and
 - 6.5.8 TBCOS consider it is necessary for any cause outside of their control.

In the event where TBCOS have cancelled the Hire under clause this 6.5.2, 6.5.4, 6.5.5, 6.5.7, or 6.5.8, the Event Organiser will be refunded the Charges minus the booking fee and TBCOS shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the Hire.

- 6.6 TBCOS's use takes precedence over the Event Organiser's use of the Site. TBCOS will provide the Event Organiser with reasonable notice where possible and of any occasion when the Site will not be available.

7. MISCELLANEOUS

- 7.1 The Event Organiser shall not sub-contract, or transfer, or assign, or transfer, any of its rights and obligations under this Agreement to any third party without first obtaining TBCOS's written consent (such consent to be at the absolute discretion of the TBCOS).
- 7.2 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from any

competent authority, the parties shall amend that provision in such a reasonable manner as achieves the intention of the parties without illegality. Alternatively (at the discretion of the TBCOS and following consultation with the Event Organiser) the provision in question may be severed from this Agreement, whereupon the residual provisions of this Agreement shall remain in full force and effect.

- 7.3 Any failure by either of the parties to insist upon the performance of any of the conditions of this Agreement (or to exercise any right under this Agreement) shall not be construed as a waiver by such party and this Agreement shall continue and remain in full force and effect notwithstanding any such failure.
- 7.4 This Agreement does not (and is not intended to) confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.
- 7.5 This Agreement represents the entire agreement and understanding of the parties and supersedes any previous agreements, arrangements or representations (whether in writing or not) between the parties relating to the subject matter of this Agreement.
- 7.6 No amendment to this Agreement shall be effective unless in writing and signed by an authorised signatory on behalf of each of the parties.
- 7.7 Nothing in this Agreement creates a partnership or joint venture or relationship of employer and employee or principal and agent or landlord and tenant between the Event Organiser and TBCOS.
- 7.8 This Agreement is governed by the Law of England and Wales and the parties undertake to submit to the exclusive jurisdiction of the English Courts.

Updated: January 2022