

# **MID SUSSEX DISTRICT COUNCIL**

## **CONDITIONS OF HIRE**

### **HIRE OF AN OUTDOOR FACILITY FOR A FUNFAIR OR CIRCUS**

#### **1. APPLICATION FORM**

All applications for the hire of outdoor facilities must be made in writing on the Council's official application form and forwarded to the Council's offices at Oaklands no less than twenty eight (28) days prior to the date of the first hire session. The Council reserves the right to refuse any application. Should the application be accepted, the person, or persons, signing the application form, who must be 18 years of age or over, shall be deemed to be the hirer as well as the Society, Association, Club or other body or organisation on whose behalf the application may be made and will be jointly and severally liable to the Council for the payment of the hiring fees and charges, and for the strict observance of these Conditions of Hire.

#### **2. OPERATING TIMES**

All amusements and entertainments including firework displays must end by 10.30 p.m. each evening other than Fridays when the finishing time is extended to 11:00 p.m.

There must be no arrival on to/vacating of site or the setting up/dismantling of equipment between the above finishing times and 7.00am the following morning.

#### **3. FEES AND CHARGES**

All fees and charges for hire of outdoor facilities are contained in the current Mid Sussex District Council Charges Leaflet (updated in April each year). Fees and charges are levied according to the rate applicable on the date of the hire session or negotiated with the District Council and not the date of making or confirming an application for hire.

The hirer shall pay the Council the approved fees and charges for the hire of facilities irrespective of whether the hirer utilises the whole, or any part, of the period of hire specified on the official account.

Should a booking be made less than 28 days prior to the date of the booked session payment must accompany the application form.

#### **4. PAYMENT OF FEES AND CHARGES**

Payment of all approved fees and charges due MUST be made prior to the date and time of the booked session. The hirer shall pay such approved fees and charges within fourteen days of the receipt of the Council's official invoice, or by the stated payment date. Non payment of fees and charges due by the hirer seven days preceding the date of the hire session, will render the hire session subject to cancellation by the Council, at the Council's discretion.

Payment of the official account for all bookings shall be made on-line quoting the reference number on the invoice. No cash or cheque payments will be accepted. The hirer shall pay the Council the approved fees and charges for the hire of the facilities irrespective of whether the hirer utilises the whole, or any part, of the period of hire as specified on the official invoice.

The Council reserves the right to make an additional charge for late notice bookings.

#### **5. PERIOD OF HIRE (OPERATING TIME) AND SURCHARGE**

The hirer must adhere to the times of hire as stated on the official application form and must ensure that the facilities are vacated on or before the end of the hire session. Should the time of hire (operating time) be exceeded, the Council reserves the right to levy a surcharge not exceeding the total hire charge for the activity booked, with a minimum of one full day charged and any additional staffing costs.

## **6. CHARGES FOR SET-UP AND DE-RIG**

The hirer will be entitled to two full days prior to and one full day after the operating date(s) of the entertainment free of charge to enable the setting up/de-rigging of equipment and site clearance. Should the hirer require any further time to enable site set-up and de-rig, there will be a charge of 50% of the full day rate applicable to the hired premises for each extra day required.

## **7. CANCELLATION**

The decision of the District Council on the fitness of a facility to host any non-sporting event, or otherwise, is final and whenever possible, notification of cancellation will be conveyed to the hirer not later than 5.00 p.m. on the day prior to the first hire session.

Hire of any outdoor facility for travelling entertainment is subject to consideration of refunds on fees and charges paid for cancellation of any hire session. Where:

- a. a hire session is cancelled by the District Council because of the unfitness of the ground for activity to take place, or for any other reason, the hirer will be entitled to either a refund to the value of the amount paid for that hire session or an alternative date and session time for the activity, subject to availability.
- b. a hire session is cancelled by the hirer due to adverse weather and ground conditions the hirer will then be entitled to either a refund to the value of the amount paid for the cancelled hire session or an alternative date and session time for the activity, subject to availability. The Council must receive written notification of such cancellation; signed by the hirer; within three working days. If no such notification is received as aforesaid then no refund or alternative date and session time will be offered.
- c. a hire session is cancelled by the hirer for any other reason, written notification must be received by the Council fourteen (14) days prior to the date of the booked session before a refund can be considered. No refunds will be granted without such written notification being received. Failure by the hirer to give such notice of cancellation to the Council shall render the hirer liable for all charges in respect of the cancelled hiring.

### **CANCELLATION OF HIRING - GENERAL**

The Council, through the Head of Leisure & Sustainability, shall be entitled to cancel the hiring:-

- a. In the event of a breach or anticipated breach of any condition or conditions of the hiring, or,
- b. If at any time prior to the commencement of the function, it shall appear to the Council that the Hirer has made a material omission from, or misstatement in the Application Form, or
- c. If any sum payable is not paid by the Hirer by the date upon which it is due.

### **CANCELLATION OF LETTING BY HIRER (to replace sections b. and c. above)**

The Hirer may cancel the hiring by giving to the Council not less than 28 days notice in writing, of the intention so to cancel and in such event the Council will refund to the Hirer. Failure by the Hirer to give such notice of cancellation to the Council shall render the Hirer liable for ALL HIRING CHARGES in respect of the cancelled booking.

## **8. RIDES, STALLS, CARAVANS AND GENERATORS**

The maximum number of units/stalls/caravans allowed is shown on the application form. If these numbers are exceeded the hirer will arrange for their removal and to pay a surcharge of £400.

The Hirer is responsible for ensuring that all generators are silent running and located away from surrounding residential properties.

## **9. SUB LETTING**

The hirer shall not sublet or assign the benefit of any permission granted by the District Council to use an outdoor facility, without the prior written approval of the District Council.

## **10. GROUND REINSTATEMENT**

The hirer shall pay the cost of any works of repair or reinstatement of required as a result of unnecessary and avoidable damage to the ground resulting from the hiring. The hirer must report any such damage to the Council on the first working day following the hiring.

## **11. RIDE WORTHINESS CERTIFICATES (ADIPS)**

The Hirer must provide the District Council with valid copies of all ADIPS Ride Worthiness Certificates for each individual ride not less than 5 working days prior to the date of the first hire session, except in circumstances approved by the Council.

No ride will be permitted to operate without evidence of the above certification being obtained.

## **12. HEALTH & SAFETY**

### **RISK ASSESSMENT**

The hirer must provide a full and thorough risk assessment covering all activities undertaken on Council land including set-up and de-rig. This must have been received by the Council no fewer than 5 working days prior to arrival on site.

### **ACCIDENT REPORTING**

The hirer must notify the Council of any accidents, incidents or near misses that occur throughout the duration of the event booking. The Council must be formally notified by the organiser within one working day of the accident occurring.

## **13. INDEMNITY AND INSURANCE**

The hirer shall indemnify the District Council and keep the Council fully indemnified against any damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Council arising directly or indirectly out of:

- (a) any act, omission or negligence of the hirer or any persons at the premises expressly or impliedly with the hirer's authority or
- (b) any breach or non-observance by the hirer of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject PROVIDED THAT (and for the avoidance of doubt) there shall be no liability if and to the extent that the same shall be caused by or arise from any negligence, act or omission on the part of the Council, its agents, contractors or employees.

In addition, the hirer shall obtain a policy of insurance against third party risks/public liability to the value of £10 million for each ride. A valid copy of the policy documents for each ride must accompany the application form or be received by the Council not less than 28 days prior to the date of the first hire session, except in circumstances approved by the Council.

## **14. NOTIFICATION OF THE EVENT**

The hirer is responsible for written notification to residents living in the vicinity of the premises of the date, time and nature of the event. The contact details of an on-site representative must also be provided. All Identified Neighbouring Residents and The District Council must receive this notification no fewer than 14 days prior to arrival on site.

Where an event is likely to cause noise disturbance to local residents the hirer must also complete a Noise Management Plan including a Noise Risk Assessment.

The hirer is responsible for notifying the relevant Emergency Services of the event.

## **15. RIGHT OF ENTRY**

The hirer acknowledges the right of the Council and its duly authorised officers and servants to enter upon the facility at any time during the period of hiring and determine the hiring forthwith in the event of the breach of any of the conditions herein contained.

## **16 GOOD ORDER**

The hirer shall be responsible for good order being kept throughout the period of the hiring, and the District Council may charge the hirer for any expenses incurred by him/her in engaging the Police or other security personnel to preserve order prior to, during, or after the period of the hire session.

## **17. PROHIBITION OF HIRING**

Should the Council be of the opinion that the hiring is likely to prove of an objectionable or undesirable character, they shall have full power to cancel the hiring and return any money paid by the hirer, but in that event the Council shall not be liable to pay any compensation to any person in respect of that cancellation.

## **18. LICENSING**

Should the event contain licensable activities (e.g. Public Entertainment) the hirer is responsible for obtaining the correct Licence (e.g. Temporary Event Notice and PRS Licence). The hirer must contact the District Council's Licensing Officer no fewer than 28 days prior to the period of hire to make the necessary arrangements.

## **19. UNLAWFUL OR ILLEGAL ACTIVITIES**

The hirer shall not cause or permit any hired facility to be used for any unlawful or illegal activity. Under the Counter Terrorism and Security Act 2015, the hirer shall not allow the premises to be used to disseminate extremist views. If it appears likely to the Council that such activity will take place during the proposed hiring, the Council shall have the power to cancel the hiring immediately and any payment made of fees and charges will be forfeited. The Council reserves the right to report evidence of illegal activities on the premises to the Police and assist in their enquiries.

## **20. UNDESIRABLE SUBSTANCES & SMOKING**

No articles of an inflammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the facility without the written authorisation of the Council. Under the Health Act 2006 smoking is illegal in any public building or place of work. This shall include all Sports Pavilions and any other enclosed temporary structures such as a marquee with a ceiling and more than 50% walls.

## **21. HIRERS' EQUIPMENT**

Hirers' equipment or property, may only be stored on the premises with the prior consent of the District Council. Any such property shall be stored entirely at the risk of the owner and the District Council shall not accept responsibility for any loss of, or damage to, any equipment or property stored. The hirer is responsible for the operation of any equipment brought onto the premises.

### **TEMPORARY & INFLATABLE STRUCTURES**

Owing to the specific hazards, the hirer must use a certified and experienced contractor to supply and operate such equipment. The Council requires a copy of the technical specification for each piece of equipment brought onto site.

### **GENERATORS**

Only silent running generators may be used on Council property. Generators must be positioned so as to cause minimal disturbance to neighbouring residents.

Upon request, the hirer must be able to demonstrate that portable electrical equipment has been tested and certified by a PAT registered electrical inspector. Upon request, the hirer must provide all relevant information about any hazardous substances to be stored on site during the period of hire (e.g. COSHH Data Sheets, Risk Assessments etc.).

## **22. UTILITIES**

It is the responsibility of the hirer to seek the appropriate written permission to use any utilities on the premises. A copy of this written permission must be provided to the Council. Water can only be drawn from the mains supply using a metered standpipe supplied by the relevant water authority.

## **23. SANITATION & WASTE**

It is the responsibility of the hirer to provide suitable toilet and washing facilities commensurate with the number of people expected to attend the event. The hirer will be responsible for the removal from site of all waste generated in connection with the event. Any cost incurred by the Council for the removal of waste in connection with an event will be re-directed to the hirer.

## **24. TEMPORARY CLOSURE**

In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the hirer agrees that the District Council shall not be liable for any loss or claims arising from such closure.

## **25. CATERING & FOOD HYGIENE**

Any hirer wishing to provide catering to the public on Council premises must hold a valid Basic Food Hygiene Certificate, the Council must be provided with a copy of this certificate. The Council will not be held responsible or liable for the hygiene of any food prepared by the hirer (or their contractors) on or off the premises.

## **26. CAR PARKING & VEHICULAR ACCESS**

The hirer shall be responsible for the control of all motor vehicles on the premises throughout the period of hire (including set-up and de-rig times). Vehicles must be parked only in designated parking areas. The parking of vehicles on grass without the written authorisation of the District Council is prohibited and is an offence under the District Council's bylaws, which on summary conviction carries a fine not exceeding £100. Under no circumstances will the District Council accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the site.

The Hirer is responsible for ensuring that all gates remain locked to prevent unauthorised vehicular access. The Hirer is responsible for leaving the premises in a secure, safe and tidy condition upon vacating the site. Gates must be locked at the end of the hire period and all padlock keys issued returned immediately to the District Council.

## **27. BYLAWS AND STATUTORY REQUIREMENTS**

The hirer must comply at all times with all bylaws, regulations and statutory requirements relating to the facilities hired or the intended use of facilities.

## **28. LIMIT OF ADMISSION**

Where the nature of the hiring so requires, the number of persons to be admitted by the hirer shall be in accordance with the Fire Officer's recommendations and shall be brought to the attention of the hirer at the time of hiring. The hirer, if specifically requested to do so, shall keep a record of the number of persons admitted to be available for inspection.

## **29. RIGHT OF ADMISSION**

Notwithstanding any contractual arrangement with the hirer, the District Council reserves the right at its absolute discretion to refuse or, to direct the hirer to refuse, admission of or, to evict and person from the facility without stating any reason therefore and shall not be liable for any compensation to the hirer/club arising out of this clause.

### **30. PUBLIC ACCESS**

The public must not be prevented from having free access to the grounds of the facility at any time without the written consent of the District Council.

### **31. PUBLICITY MATERIAL**

The hirer shall not use the outdoor facility for any purpose other than the purpose stated on the application form and approved in advance by the District Council. All publicity produced in connection with a hiring must be approved by the Council before being issued for display.

You are advised that the written consent of the District Council in its role as the Local Planning Authority may be required for the display of advertisements on public land relating to the proposed event. Such consent would not, however, be required provided that ALL of the following conditions and limitations are met.

- a. The advertisement is announcing a local event of a religious, education, cultural, political, social or recreational character not being an event or activity provided or carries on for commercial purposes.
- b. No such advertisement may exceed 0.6 square metre in area.
- c. No such advertisement may be displayed earlier than 28 days before the day (or first day) on which the event, activity or entertainment is due to take place.
- d. Any such advertisement shall be removed within 14 days after the end of the event or activity.
- e. Illumination is not permitted.
- f. No character or symbol on the advertisement may be more than 0.75 metre in height, or 0.3 metre in an area of special control.
- g. No part of the advertisement may be more than 4.6 metres above ground level, or 3.6 metres in an area of special control.
- h. The permission of the land owner or any other person with an interest in the site entitles to grant permission has been obtained before any sign is displayed. This includes land owned or managed by the District Council and land owned by the West Sussex County Council such as highway verges, traffic signs, lamp posts etc.

Any such advertisement displayed in breach of the above would be illegal and the organisers liable to prosecution in the Magistrates Courts by the District Council. As such you should contact the Planning Department at least four months in advance of the proposed event, to clarify your requirements.

This advice is given for guidance purposes only and is not a detailed interpretation of the law. Should you be in any doubt please contact the District Council's Planning and Environmental Services Department.

- a. On site signage should clearly identify:
  - entry and exits for both pedestrian and vehicular traffic. Pedestrian and vehicular traffic should be separated wherever possible and monitored at all times by the organiser. Vehicles must be restricted to speeds not exceeding 5mph and there must be signage to enforce this.
  - access for emergency vehicles
  - location of first aid facilities
  - location of toilet facilities
  - location of car parking areas
  - location of central control points, etc.
- b. Advanced warning signs are strongly recommended to notify motorists particularly of the possibility of long delays.



- c. Good Neighbour Policy - local residents, shops etc. must be given adequate notification (minimum 14 days) of all non-sporting events and travelling entertainment.

You are advised that a separate grant of planning permission from the District Council as the Local Planning Authority might be required for the use of the land/buildings before the event can take place. You are advised to contact the Planning Department at least four months in advance of the proposed event to clarify your requirements.

## **32. FLY-POSTING**

Advertising by means of fly-posting relating to the proposed hiring of an outdoor sports facility is strictly prohibited. Any advertising material affixed to property without the owner's consent will result in prosecution by this Council.

## **33. BROADCASTING OR FILMING**

No broadcast or television performance, either live or recorded, shall be made from the hired facilities without prior consent, in writing, from the District Council. Applications for such consent are to be made at least twenty eight (28) days before the date of the proposed recording or transmission.

## **34. HAWKERS AND VENDORS**

No hawker, vendor, collector or canvasser shall be admitted to the facility without the written authorisation of the Council.

## **35. GAMBLING**

No sweepstakes, raffle or other form of lottery shall be promoted, conducted or held on the facility hired, except such a lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior written approval has been given by the Council, and the relevant statutory licence of permit has been obtained.

## **36. PREVENTION OF ACCESS TO/USE OF SITE (Through Strikes etc.)**

The Council will not be responsible for any loss or damage suffered by the hirer in the event of the site not being available, by reason of accident, war, civil commotion, itinerants, strike, lockout or other like cause. The Council may, however, in such event without admitting any legal obligation so to do, return the charges paid by the Hirer. The decision of the Council, as to whether or not the accommodation is available, within the meaning of this Clause, shall be final and binding on the Hirer.

## **37. SAFEGUARDING CHILDREN & VULNERABLE ADULTS**

All hirers are responsible for the safety and well-being of any children or vulnerable adults in their care. Hirers are responsible for reporting any concerns relating to the welfare of children and vulnerable adults to the District Council.

## **38. ANIMAL WELFARE**

The hirer will not be entitled to permit the use of any animal for the purposes of entertainment.

## **39. CONSENTS**

Any consents or approval by the District Council under these conditions shall be given in writing by (or on behalf of) The Head of Corporate Resources.

## **40. SPECIAL CONDITIONS**

The District Council reserves the right to modify any of these conditions, or to impose special conditions where the nature of an application, in the opinion of the District Council, so demands.