

Canterbury City Council

Events Policy Terms & Conditions

Please read this document before completing your application form. The Council reserves the right to amend these conditions depending on the nature of event being proposed.

Introduction

Set out below are the Terms and Conditions which regulate the hire of a site owned and/or managed by Canterbury City Council. These terms and conditions are designed to protect the interests of the Hirer and the Council and entirely exclude all other terms and conditions.

Definitions

- **“Conditions”** means these booking conditions which shall form part of the contract between the Council and the Hirer.
- **“Council”** means the Mayor and Burgesses of Canterbury City Council.
- **“Event”** means the purpose for which the Site has been booked.
- **“Due Date”** refers to the date specified in the Letter of Approval by when any requirements imposed on the Hirer as set out in the letter, are to be met.
- **“Letter of Approval”** is the letter issued by the Council prior to the Event giving directions to the Hirer, setting out requirements to be met before, during and after the Event, as the case may be and a Due Date for meeting the requirements specified therein.
- **“Hirer”** means the company or the representative of the organisation booking the Event. This booking is personal to the Hirer and s/he may not transfer or sublet this consent to any other person. The Hirer will also be the person with overall responsibility on the day of the event. If the Hirer is not the overall person in charge on the day of the event, this must be stated in the documentation submitted to the Council as part of the application process.
- **“The Officer in Charge” (OIC)** means the person, for the time being appointed by the Council, to enforce the following Terms and Conditions and to be generally responsible for matters concerning the Council, arising out of the hire of the site. The responsibilities of the OIC in no way absolve the Hirer from his/her obligations to the Council under any of these Terms and Conditions.
- **“Site”** means the location booked for the Event, to include the immediate surrounding area open to the public or as detailed on the application form.

Application

All applications for the hire of a site owned and/or managed by Canterbury City Council are to be made on the Event Application Form and are personal to the Hirer. Guidance to completion of the application form is provided at the end of this document.

Confirmation

No application shall be approved until the Hirer receives a final Letter of Approval from the Council. Hirers should note that the Council accepts no responsibility or liability for the cancellation of an Event due to the refusal of any Temporary Events Notice, Premises License or relevant Building Control Permissions.

Charges & fees

- **Administration Fee:** The Hirer shall pay the Administration Fee upon submission of the application form. This fee covers officer time in processing the application.
- **Site Fee:** The Hirer shall pay the Hire Fee as set by the OIC by the Due Date to confirm the booking. Failure to pay the full Hire Fee by the Due Date may result in cancellation of the Site hire.
- **Deposit:** The Hirer may be required to pay a refundable deposit, the amount of which is to be determined by the OIC as well as a Due Date for payment. Failure to pay the deposit in full by the Due Date may result in cancellation of the Site hire. Furthermore, only on receipt of full payment by the Council of both the hire fee and any deposit to be paid, will the Site booking be guaranteed.

The Council shall be entitled to set-off the costs of any repairs, additional charges or third party charges incurred by the Council not paid for by the Hirer but for which s/he is liable, against any deposit held by the Council and to refund the balance to the Hirer. Any refund of the deposit, either whole or in part, will only be done 60 days after the Event has concluded, as damages, additional charges and any third party charges may take some time to be quantified and made known to the Council.

- **Cancellation Fee:** Should the Hirer cancel the booking less than 14 days prior to the Event date a cancellation fee equating to 25% of the agreed hire fee will be charged by the Council.
- **Additional Charges:** The Hirer shall agree to pay for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches, litter clearance etc., over and above the hire fee for the Event. The Hirer shall repay to the Council on demand the cost, as certified by the OIC, of re-instating, repairing, replacing or cleansing any part of the Site if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final. The Hirer will be advised on of any additional costs and invoiced accordingly. If payment is not received within 30 days the cost will be applied against the refundable deposit.
- **Value Added Tax (VAT):** The Hirer shall agree to pay any VAT that may be chargeable on any payments.
- **Payment:** A letter shall be sent to the Hirer on confirmation of the Event. Cheques shall be made payable to the "**Canterbury City Council**" and forwarded to the address shown on the letter by the Due Date.

Use of the Site

Care of the Site

- The Hirer must at all times take good care of the Site and will be responsible for any damage to the Site or any part of it, or any equipment or other property of the Council within the Site, or in the area surrounding the Site, whether by the Hirer, Event participants or other associated persons or contractors.

- The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the Site unless they have the permission of the Council to do so.
- The Hirer shall not interfere with or attach anything to any item of the site's furniture unless they have the permission of the Council to do so.
- The Hirer shall not excavate or drill pinning holes into the Site, unless they have the permission of the Council to do so for the purpose of erecting structures for the Event.
- No cooking or fires shall be permitted in the Site unless they have the permission of the Council to do so.
- The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the OIC. The Council accepts no responsibility for any property left on the Site before, during or after the hire period. The Council may, entirely at the risk of the Hirer, remove and store any property left by the Hirer in or upon the Site after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as they think fit any property left at the Site not claimed within 28 days of the conclusion of the Event. Subject to the Council's right to set-off any costs incurred in the removal, storage and/or sale of the property, the proceeds shall be refunded to the Hirer.
- The Hirer shall not interfere with or make any alteration to the layout of the Site without prior written consent of the Council.
- The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Site without prior written consent of the Council.
- The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Site. If music is to be performed, regardless if it is recorded or live, the hirer agrees to include noise as part of the overall risk assessment. The hirer also agrees to comply with any finish time stipulated by the premises license for the Site or any amended time as stipulated in the Letter of Approval.
- The Hirer agrees to become familiar with the 'Noise at Work Regulation 2005' so as to have an understanding of their legal responsibilities to the public and staff in relation to presenting live or recorded music.
- The Hirer shall not bring into the Site any article of an inflammable or explosive nature or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without written consent of the Council.

Litter / Waste Management

- The Hirer shall ensure that the site is left clear of all litter and refuse on completion of the Event. The Hirer shall note that s/he is responsible for the spread of any litter from the site that is directly attributable to the Event.
- The Hirer may employ its own Agents to carry out the collection of litter. The Hirer shall ensure that the Site is regularly litter picked and that sufficient bins or skips are made available.

Should the site not be cleaned to the satisfaction of the OIC, a further charge shall be levied for the clearance of any remaining litter.

- All litter and refuse generated by the Event shall be removed from the Site by the Hirer. The hirer agrees to pay the cost if the Council is required to dispose of litter or refuse left by the hirer at the Site.
- The Hirer shall ensure that any unwanted liquids are removed from the Site and not disposed of into the sewage system or on the Site. The hirer agrees to pay the cost if the Council is required to dispose of any unwanted liquids left at the Site.

Sky Lanterns / Balloons

- The release of Sky Lanterns and Balloons is prohibited from Council-owned land.

Vehicles

- Vehicle access for all Sites shall be agreed prior to the event with the OIC.
- Only essential vehicles shall be allowed to visit or park on Event sites. Where practical, the number of vehicles shall be agreed prior to the Event with the OIC. All other vehicles shall not be granted permission to enter the park.
- The Hirer shall ensure that banks men / stewards are used to safely navigate vehicles into the Site. No vehicles are parked or driven across any public footpath located within the Site unless they have the permission of the Council to do so.
- The Hirer shall ensure that no vehicles drive on the grass without prior permission of the Council. Vehicles shall be parked on boards / tarmac where practical, or arrangements made to prevent the leakage of fuel, oil or other substances on to the grass.
- Vehicles that are given permission to drive onto / out of the site shall be driven carefully, at no more than 5 mph and with hazard lights flashing. Vehicles shall avoid making tight turns, rapid braking or acceleration. The aim is that there is reduced risk of injury to patrons and/or damage to Council property.
- The Hirer shall ensure that no vehicles park next to the base of trees, even on tarmac areas. The following requirements for the distance of vehicles from the base of trees shall be:
 - Cars – 4 metres
 - Vans, caravans – 5 metres
 - HGVs, coaches, plant vehicles and generators – 7 metres
- The Hirer shall ensure that all their employees and Agents are briefed on the conditions relating to vehicle access / egress.
- It is the responsibility of the Hirer to liaise with the OIC, Police and KCC Highways regarding the impact the Event may have on traffic management in the vicinity of the Site. The Hirer agrees to comply with any requirements of the Council, Police and KCC Highways regarding traffic management.

Care of the Grass Areas / Trees

- See also “Vehicles” section.
- No stores e.g. pallets or stacked flooring shall be unloaded onto grass areas. All stores shall be

unloaded onto tarmac.

- No plastic or rubber carpet underlay shall be placed on the grass at any time.
- Coconut matting or similar materials shall not be laid on the grass for more than 3 days without the permission of the Council.
- All wooden flooring shall incorporate an air gap of a minimum of 10cm. No wooden flooring shall be laid on the grass for more than 10 days.
- The Hirer shall ensure that no poles or stakes are driven into the ground without prior permission from the OIC. This does not include structure fixing pins, which should be stated in the Event Management Plan.
- No structure fixing pins shall be used beneath any tree canopy. No structure shall touch or interfere with any tree canopy.
- No tree or shrub shall be pruned under any circumstance.
- No cooking or fires shall be permitted on grass areas unless suitable protection is laid on the grass first, and permission has been sought from the OIC prior to the Event.
- No fuel, chemicals or other substances that may harm the grass shall be positioned on grass areas.
- If extreme weather conditions are experienced prior to, or during the Event, the OIC reserves the right to place grass areas out of bounds to the Hirer, relocate the Event elsewhere in the Park, and in the worst case scenario, cancel, close or change the date of the Event.
- Any damage caused to the grass or trees as a direct result of the Event will be charged to the Hirer. The cost of the repair shall be determined by the Council and shall be non-negotiable.
- Council reserves the right to instruct Event Organisers to barrier-off areas under trees when an Event expects large attendance numbers. This is to avoid damage to trees by compaction of the soil and roots under the canopy of trees. Council staff will provide advice as how best to manage the issue of heavy foot traffic under trees.

Toilets

- The Hirer shall provide at his/her expense temporary sanitary accommodation for the number of people attending the Event. Requirements shall be agreed with the OIC and should correspond with the recommendations in 'The Purple Guide to Health, Safety and Welfare of Music and Other Events' drawn up by the Events Industry Forum designed to replace the original 'Purple Guide' (HSG195) which was originally published by the Health and Safety Executive (HSE) in consultation with the industry.
- The Hirer must ensure that all users of the Site whether Event participants or not have unrestricted access to any permanent public toilets located within the Site.

Stewards

- The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these conditions. Numbers will be agreed with the OIC, based on the number of people expected to attend the Event. The OIC normally requires

1 steward for every 100 members of the public in attendance.

- The Hirer shall be responsible for the health and safety of their employees' and Agents' and their compliance with the provisions of the Health and Safety at Work Act 1974, the Environmental Protection Act 1990 and the Environmental Act 1995 and all supplemental legislation and guidance.
- The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators. Adequate stewarding is to be maintained to ensure no disruption is caused to other users of the park or open space.
- Event stewards should be clearly identifiable.
- Event stewards shall be thoroughly briefed about the Event and the terms and conditions of using the Site.

Fun Fairs

- Where the Council has agreed that the Site shall be used for a fun fair, the Hirer shall supply full details of all side shows and rides prior to the due date and shall comply with and ensure that the operators of the rides comply with the appropriate guidance published by the Health and Safety Executive, and all other statutory requirements.
- Where the Council has agreed that the Site shall be used for a fun fair then the Council will check the fun fair operator's details with the Health and Safety Executive.

Right of Entry / Access

- The Hirer shall ensure that pedestrians are allowed to access along any public footpath located within the Site.
- Authorised Council Officers or Members shall be permitted entry to the Site at all times during the period of hire.
- The Council reserves the right to refuse admission to or evict any person from the Site.
- The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

Electricity / Generators

- The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the Event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barriers, so as to prevent access by members of the public.
- All electrical works carried out by the Hirer or his Agents shall be carried out by a competent and qualified electrician who shall remain on site whilst the Event is open. All electrical installations shall comply with the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994.
- The Council's preference is that all generators shall be silent running where practical.

Water

- The Hirer may request connection to the Parks water supply and mains drainage systems if it is available. Please note this is not possible in all sites and arrangements will be advised by the OIC. There will be a charge for this service.

First Aid

- The Hirer shall ensure that he provides sufficient first aid cover for the Event.
- Voluntary organisations such as the St Johns Ambulance and the Red Cross should be approached to give advice on the level of cover required for the Event.
- The Hirer shall ensure that a clear route, at least 5 metres wide, runs throughout the Event to allow for access by emergency vehicles.

Children

- The Hirer shall ensure that any Event involving children, fully considers the welfare of those children taking part. The Hirer shall ensure that he complies with the provision of the Children's Act 1989.

Animals

- The Council does not permit any circus that uses live animals to use any Council-owned land in the District.
- In all other cases, the Hirer may not permit any exhibition, performance or entertainment involving, or which makes use of animals without first obtaining consent from the Council in writing. The OIC may at any time prior to or during the Event withdraw such consent should it be deemed necessary or appropriate at the time. "Animal" shall have the meaning as defined in Section 1 of the Animal Welfare Act 2006.
- The OIC may prohibit the exhibition, performance or use of any animal at the Event which they consider may pose a danger to the public. The Hirer agrees that the OIC is not an expert in animals or animal behaviour and any failure to prohibit the exhibition, performance or use of an animal does not absolve the Hirer from responsibility for exercising control over the animal or from liability for damage or injury attributed to the animal. The Hirer shall at all times be the party responsible for the animal.
- If approval is given by the OIC, the Hirer may use only the animals which they have listed on the Event Application form and any updates to that list, which must be submitted to the OIC for approval at least 7 days before the animals are to be brought to the Site. Copies of all relevant licenses/registration documentations for each animal must be provided with the application form.
- No person shall exhibit or bring to the Event any performing animal unless they are licensed or registered in accordance with the Performing Animals (Regulation) Act 1925.
- No animal shall be sold or given as a prize at an Event.
- No animal show or entertainment of an indecent or offensive nature shall be presented.
- The Hirer shall be responsible for the welfare of the animals, which are to be transported, housed, fed and displayed to the public in a manner suitable and appropriate to the animals' needs. The Hirer shall furthermore at all times abide by the obligations and the duty of care imposed on him by the Animal Welfare Act 2006.

- The Hirer shall at all times allow officers of the Council, persons authorised by the Council and/or the RSPCA to inspect the conditions of transit, accommodation, exhibition and performance, and the welfare of animals being held at the Site. Should the Hirer fail to comply with any requirement made by any such officer after written notice from the OIC the OIC may treat the Agreement as repudiated.
- Should the Council incur any expenses, either directly or indirectly, resulting from the use of animals by a Hirer, it shall be entitled to set these costs off against any deposit or other monies it may hold or to claim these expenses from the Hirer as a debt. These costs shall include, but not be limited to feeding, housing, relocating, destroying and/or disposing of an animal or animals as well as the use of medical and other professional personnel should it be necessary.

Public Address Systems

- The use of any PA system at the Event must be operated so as not to cause a noise nuisance. Any event that is proposing to use a PA system must make this clear in the Event Management Plan, which will be submitted to the Council's Environmental Health Department by the OIC.

Fly Posting

- The Hirer shall not "fly post" any bill or advertisement in connection with the Event. "Fly posting" is an offence and as such the Council is empowered to take proceedings against offenders.

Caterers

- All caterers at the Event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer / OIC.

Commercial Traders

- No commercial traders will be permitted to trade at the Event without the prior approval of the Trading Standards Officer / OIC as part of the Event Management Plan.

Collections / Lotteries

- No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Site unless approved by the Council as part of the Event Management Plan.

Permits and Licenses

- The Hirer shall ensure that any license, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such license, permit or consent. If any such license, permit or consent has not been obtained, the Council reserves the right to cancel the booking.
- When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- Nothing shall be done by the Hirer which shall or may contravene the terms and conditions of any license.

Building Control

- Certain temporary structures shall require inspection by a Building Control Officer. Examples of these are gantries, stages, seating stands, scaffold structures, large marquees and fencing in excess

of 2.5 meters high.

- Any event that requires a Building Control inspection may be subject to a fee for the inspection. The Hirer shall ensure that he contacts the Council's Building Control Service to seek advice where necessary.
- The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with Building Control Regulations.

Public Events

- Events that are open to the general public may require inspection by an Environmental Health Officer, particularly those that are operating under a Premises License, providing food and drink, and PA systems.
- The Hirer shall ensure that suitable facilities for people with disabilities are provided in accordance with the Equality Act 2010.
- The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with instructions issued by an Environmental Health Officer, Building Control or the Police.

Premises Licenses & Temporary Events Notices (TENs)

- The Hirer must adhere to the terms of, and conditions applicable to, any Premises License or Temporary Events Notice (TEN).
- The Hirer must ensure that all authorisations, permissions, consents or licences required for the Event must be in place prior to the Council granting permission to use the Site. Failure to do so will result in the permission for the hire of the Site not being granted by the Council.

Alcohol Licenses

- No site in the District is licensed for the sale of alcohol. Permission must be obtained by applying for a Temporary Events Notice from www.gov.uk.

Health & Safety

- The Hirer agrees to undertake a Risk Assessment for the Event and to ensure that all participants and contractors comply with all relevant Health and Safety legislation or any other guidelines, relevant thereto at all times during the Event and while preparing and clearing the Site for the Event. Copies of the risk assessment must be available for inspection by the Council and/or any other relevant body, e.g. Health and Safety Executive.
- The Hirer is to ensure that all staff have received adequate training and are competent to use any equipment they will be using as well as any emergency equipment they may need to use.
- Larger events may require perimeter fencing to ensure maximum attendance numbers are not breached. Council reserves the right to enforce this condition if it deems it necessary for the health and safety of the Event attendees, Event staff and general public.

Indemnity and Insurance

Indemnity

- The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever and by whomsoever caused, whether to property or person(s) or sustained by any person at the Site.
- The Hirer is responsible for all safety aspects of the Site prior to, during or subsequent to the Event and must accept liability for any loss, damage, injury or death howsoever and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Site, which may be attributable to any act or omission on the part of the Hirer, his agent, employees, contractors or sub-contractors
- The Hirer agrees to indemnify the Council and keep the Council indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the hire or use of the Site, including in respect of any death or personal injury, loss of or damage to property, financial loss or any other loss which is caused directly or indirectly by any act or omission of the Hirer, his agent, employees, contractors, sub-contractors or animals or other living creatures used by the Hirer at the Event.
- The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.
- The Hirer agrees to make contact with local residents to inform them of any arrangements which may impact on them (e.g. parking/access noise etc.). This may be by publicity / advertisements / leaflets or by individually contacting residents. The Hirer will also need to ensure a contact number for a responsible person in charge is visible at the event for residents to register any issues.

Insurance / Public Liability

- The Hirer agrees to take out Public Liability Insurance Cover. The relevant limits of indemnity shall be an amount approved by the Council and under no circumstances shall be less than £5M and the Council reserve the right to require a higher limit if deemed necessary.
- If an inflatable is to be used as part of the Event, the Hirer shall ensure that the owner/operator has Public Liability Insurance Cover of a minimum of £5M. The Council reserves the right to require a higher limit if deemed necessary.
- If the Hirer has been given permission by the Council to exhibit or use animals or other living creatures at the Event, he shall ensure that the Public Liability Insurance Cover is endorsed to reflect that the cover extends to the use of the animals and creatures concerned.
- The Hirer may be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, sub-contractor, caterer, etc. whom the Hirer has instructed or authorised to appear at the Event. Under no circumstances shall this be less than £5M and the Council reserves the right to require a higher limit if deemed necessary.
- The Council may require the Hirer to provide certificates of insurance or other documentation as proof of the insurance. Failure to provide proof of insurance cover as required on or before the Due Date shall entitle the Council to cancel the Event, such decision being solely the right of the Council.

Variations to the Agreement

The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on 7 days' notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

Force Majeure

Neither party shall be liable to perform its obligations under the Contract if such failure results from circumstances beyond the parties' reasonable control.

Applicable Law

English law is the law applicable to this Agreement and the parties submit to the exclusive jurisdiction of the English courts.

Confirmation

I have read and understood the foregoing Terms and Conditions and agree to comply with them.