

MID SUSSEX DISTRICT COUNCIL

CONDITIONS OF HIRE

HIRE OF AN OUTDOOR FACILITY FOR AN EVENT

1. APPLICATION FORM

All applications for the hire of outdoor sports facilities must be made in writing using the Council's official application form and forwarded to the Council Offices (address supplied on form). The Council reserves the right to refuse any application. If the Council accepts the application, 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. HIRE SESSION

A hire session is defined as a period of four (4) hours. Three (3) hire sessions are available each day between the following hours:

- 0900 – 1300 Morning session
- 1300 – 1700 Afternoon session
- 1700 – 2100 Evening session

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 on 1st April each year). All fees and charges are levied according to the rate applicable on the date of the hire session and not the date of making or confirming an application for hire.

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 (EVENT OPERATING TIME) AND SURCHARGE

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

6. SITE SET-UP & CLEARANCE

CHARGES

The hirer will be charged at 25% of the applicable event rate (full day) for any days required for site set-up and/or clearance.

TIMES

No event related activity is permitted on site between the hours of 23:00 and 07:00.

7. CANCELLATION

1. 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 17:00 on the day prior to the hire session.
2. Hire of any outdoor facility for a non sporting event is subject to consideration of refunds on fees and charges paid for cancellation of any hire session. Where:
 - a. the hire session(s) 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. (i) the 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 of the hire session. If no such notification is received as aforesaid then no refund or alternative date and session time will be offered.

(ii) the hire session is cancelled by the hirer for any other reason, written notification must be received by the Council 10 working 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.

8. 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.

9. HEALTH & SAFETY

RISK ASSESSMENT

The hirer must provide a full and thorough risk assessment covering all activities undertaken on Council land. This must have been received by the Council no fewer than 10 working days prior to arrival on site. The risk assessment should also include a complete itinerary of the event (including set-up and de-rig) and a detailed plan indicating the location of all activities.

ACCIDENT REPORTING

The hirer must notify the Council of all reportable accidents and incidents that occur during the event. A copy of the relevant accident report form must have been received by the Council within 24 hours.

10. 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 hirers' 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 minimum £5 million for minor events (small fetes, dog shows, village fairs etc.) and £10 million for major events (bonfire/fireworks events, large audience concerts, funfairs, hot-air balloons, helicopter landings etc.).

11. NOISE MANAGEMENT & NOTIFICATION OF THE EVENT

The hirer is responsible for providing written notification to residents, businesses 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 neighbouring residents must receive this notification no fewer than 14 days prior to arrival on site and this notification must be copied to the District Council.

The organiser shall notify the local Emergency Services of the event. Where an event is likely to cause disturbance to local residents the hirer must adhere to the conditions of the Council's Noise Management Plan which must be forwarded to the Environmental Health Team.

12. 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.

13. GOOD ORDER

The hirer shall be responsible for good order being kept throughout the duration of the event. The Council may charge the hirer for any expenses incurred in engaging the Police or other security personnel to preserve order prior to, during or after the period of the hire on or around the site footprint in connection with the event.

14. 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.

15. LICENSING

Should the event contain licensable activities under the Licensing Act 2003, the hirer (event organiser) is responsible for obtaining the correct Licence or Temporary Event Notice. 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. Where an event takes place on Licensed Premises owned and managed by the District Council, the hirer must ensure that all of the licensing conditions are met. This will include the adequate provision of SIA qualified security staff for charged admittance events or any large event where alcohol is to be sold to visitors. Where an event contains the performance of copyright music on Council land, the hirer/event organiser shall be responsible for notifying the Performing Rights Society and obtaining the appropriate licence.

16. 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.

17. UNDESIRABLE SUBSTANCES & ACTIVITIES

No articles of a flammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the facility without the written authorisation of the Council. Balloon releases and Chinese lanterns are not permitted. Under the Health Act 2006 smoking is illegal in any public building or place of work. This shall include all pavilions and any other enclosed temporary structures (such as a marquee with a ceiling and more than 50% walls) on Council land.

18. HIRERS' EQUIPMENT

Hirers' equipment or property, may only be stored on the premises with the prior written 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.

GENERATORS

Generators must be positioned so as to cause minimal disturbance to neighbouring residents. Silent running generators must be used to protect noise sensitive areas.

The hirer may not bring portable electrical equipment to the premises without first obtaining the written permission of the Council. Permission will only be granted if the equipment concerned has been tested and certified by a PAT registered electrical inspector. The hirer may not hold or store controlled substances or other chemical agents on the premises without the written permission of the Council. In order to obtain this permission the hirer must provide all relevant information about the substance (e.g. COSHH Data Sheets, Risk Assessments etc.).

19. EQUIPMENT PROVIDED BY THE COUNCIL

Where the Pavilion has a kitchen and social area, no cutlery or crockery will be provided and the amount of furniture supplied by the Council will be commensurate with the size of the room. It is the responsibility of the hirer to report any damage to or loss of any equipment provided by the Council. Basic cleaning equipment (excluding cleaning products, agents or chemicals) will be provided in all pavilions.

20. 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. Where utilities are provided by the Council, the hirer will be responsible for the safety of the connection and distribution throughout the site.

21. WELFARE, SANITATION & WASTE

It is the responsibility of the hirer to provide suitable and sufficient welfare and sanitation facilities commensurate with the number of people expected to attend the event. The hirer will be responsible for ensuring that all waste generated in connection with the event will be removed from site by themselves or by a commercial waste contractor. Litter bins within the park should not be used for depositing any event waste. Where these conditions are not adhered to, any additional cost incurred by the Council for the removal or collection of waste in connection with an event will be re-directed to the hirer. This includes any waste generated by the event that may pollute the surrounding area. For this reason, the uncontrolled release of balloons is not permitted from any land owned or managed by the Council.

22. 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.

23. 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.

24. PAVILION HIRE

Where the hire of an outdoor sports facility includes the hire of a pavilion, the hirer will also be responsible for:

- (a) The conduct of all users of the pavilion facilities hired under the authority of the hirer during the hire session.
- (b) Basic, necessary cleaning of pavilion facilities hired at the end of each hire session using the equipment provided by the District Council. All Pavilion facilities are to be left in a clean and tidy condition by the hirer.

Where pavilion facilities are not left in a clean and tidy condition, the District Council reserves its absolute right to employ such cleaning resources as may be required and to recharge the full cost of such resources to the hirer. If an item of cleaning equipment is found to be missing as a result of negligence on the hirer behalf then it is the hirers' responsibility to replace the item immediately.

- (c) Ensuring that the pavilion building is secured at the end of each hire session with particular reference to :the return of keys, the securing of all doors and windows, all lights, and where applicable, heating to be switched off, all showers and taps to be turned off, all equipment to be secured and all furniture to be secured in an appropriate storage area and left in a clean and tidy condition.

- (d) Reporting all damage occurring to any pavilion or facility during each hire period to the District Council on the first working day following the hiring. Where the damage has been caused as a result of negligence on the hirers' behalf, the District Council reserves its absolute right to employ such resources as may be required to repair pavilion facilities and to recharge the full cost of such resources to the hirer.

All keys issued by the District Council in connection with each hire session are to be collected from approved Council Offices or Agents, prior to the first hire session and returned as instructed by the District Council at the time of collection. The hirer will be required to pay for the replacement of any keys not returned.

25. CATERING & FOOD HYGIENE

Under Food Hygiene Regulations, kitchen facilities are subject to inspection by an Environmental Health Officer. When making use of kitchen facilities for catering purposes, the hirer is responsible for food safety and 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. No Council premises are Licensed for the provision of late night refreshment (e.g hot food after 11pm).

26. CAR PARKING

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. Where Council permission enables parking on grassed areas, the hirer will be responsible for marshalling all vehicular movement and enforcing a maximum 10mph speed limit throughout the premises.

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 arising out of this clause.

30. PUBLIC ACCESS

The public must not be prevented from having free access to the grounds of the facility 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. The hirer will be responsible for securing the appropriate planning consent(s) for publicity material.

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. 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.

37. 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.

38. 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.