

TERMS & CONDITIONS FOR THE USE OF PARKS & PUBLIC SPACES

1. Definitions

- 1.1 “**Conditions**” means these booking *Conditions*, which shall form the contract between the *Council* and the *Hirer*.
- 1.2 “**Council**” means Stockport Metropolitan Borough *Council* and includes its successors in title.
- 1.3 “**Due Date**” means 10 working days prior to the date of the *Event*.
- 1.4 “**Event**” means the purpose for which the *Venue* has been booked as set out in the *Event Application Form*.
- 1.5 “**Hirer**” means the company of the representative of the organisation booking the *Event* who pays any fees due under clause 2 below. This booking is personal to the *Hirer* and he/she may not transfer or sublet this consent to any other person. Only on receipt of written confirmation of the application can the facility be used.
- 1.6 “**Director**” means the Director of Place Management, for the time being of the *Council* or their duly authorised officer.
- 1.7 “**Venue**” means the location (the public space) booked for the *Event*.

2 Payment

- 2.1 Payment of all fees and charges must be made in full *by the Hirer* prior to the *Due Date*. If payment is not received the *Council* shall have the right to cancel the booking immediately.
- 2.2 The *Hirer* will be liable for the full cost of the provision of any services (where available) by the *Council*, including, but not limited to, electricity, water, marking of pitches etc. over and above the hire charge for the *Event*.

3 Deposit

- 3.1 A deposit may be payable by the *Hirer* upon completion of this Contract. This deposit will be forfeited in the *Event* of any damage or loss to the *Venue*, [or loss of keys in respect of barriers and removable bollards etc], or held as part payment should any reinstatement work be necessary. The *Hirer* will be liable for the full costs of any damage, so should this exceed the deposit the *Council* will issue payment.

4 Refusal of Booking & Cancellation

- 4.1 The *Council* reserves the right to refuse any application for the hiring of a *Venue*.
- 4.2 The *Council* reserves the right to withdraw permission to use the *Venue*. However, the *Council* will repay any deposits paid on cancelling a hiring but shall be under no liability for expense incurred or loss sustained by the *Hirer* as a result of the cancellation. Without limitation to the provisions of this clause, the *Council* may withdraw the right to use the *Venue* and terminate this contract and recover any sums due to it if any gift, incentive or favour has been offered or shown or where any

offence has been committed under the Prevention of Corruption Acts 1889-1916 or section 117 of the Local Government Act 1972.

- 4.3 In the *Event* of any breach of any of the *Conditions* herein contained by or on the part of the *Hirer*, this agreement may be terminated by the *Council* forthwith, whereupon the *Hirer* shall forthwith discontinue the *Event* and vacate the site and comply with condition 6.2, 6.3 and 6.4 below.
- 4.4 Cancellation by the *Hirer* of a booking must be in writing and the effective date will be the receipt of such information by the *Council's* Neighbourhood Team.
- 4.5 On cancellation of the booking the *Hirer* shall be liable to the *Council* for the whole of the hire charge together with any additional expenses incurred by the *Council* subject to the discretionary power of the *Director* to vary this provision in appropriate cases.
- 4.6 *Hirers* who do not take up their commitment for any reason or fail to notify the Neighbourhood Team in writing of cancellation shall forfeit any hire charge paid and shall be liable to the *Council* for the whole of the hire charge together with any additional expenses incurred by the *Council*.
- 4.7 Substitution and amendments of the nature of the booking must be notified in writing to the Neighbourhood Team, which reserves the right to cancel the booking or amend the hire fee as it considers appropriate. In the *Event* of such cancellation, the *Hirer* shall be liable as stated in Clauses 4.4 and 4.5 above.
- 4.8 The *Council* accepts no responsibility for the non-arrival by the *Due date* of the remittances, or cancellations.

5 Emergencies

- 5.1 The *Council* shall have the right to cancel any booking forthwith in the *Event* that the *Venue* is affected by an emergency of any kind. The *Council* will consider refunding part or all of any fees and charges paid and the amount shall be at the *Council's* sole discretion.

6 Use of the Venue

- 6.1 The *Hirer* shall not charge any admission fee to the general public for the *Event* nor collect from the public on the site financial donations towards the cost of the *Event* without the prior approval of the *Council*.
- 6.2 The *Hirer* shall keep the *Venue* clean and tidy and shall ensure that the *Venue* is regularly litter picked during the *Event*. The *Hirer* shall further ensure that the *Council's* obligations under the Environmental protection Act 1990 – Code of Practice on Litter and refuse are adhered to.
- 6.3 The *Hirer* shall remove all litter and refuse generated by the *Event* from the *Venue*.
- 6.4 The *Hirer* must at all times take good care of the *Venue* and will be responsible for any damage to the site or any part of it or any equipment or other property of the *Council* which forms part of the hire.

- 6.5 The property of the *Hirer* and the *Hirer's* agents must be removed at the end of the period of hire or by the time and date to be agreed with the site manager. The *Council* accepts no responsibility for any property left on the *Venue* before, during or after the hire period.
- 6.6 On leaving the site, the *Hirer* shall be responsible for ensuring all gates and barriers are locked and secure to prevent potential traveller and other incursions on to the site. The *Council* reserves the right to recover costs from the *Hirer* for the removal and clean up of the site should an incursion from travellers or any other body occur as a result of the site being left unsecured.
- 6.7 If the *Hirer* fails to perform any of its obligations set out in Clause 6.2 : 6.3 and 6.4 above the *Council* reserves the right to perform any such obligations and any costs incurred by the *Council* in the performance of such obligations shall be borne by the *Hirer*.
- 6.8 The *Hirer* is responsible for the administration, organisation, running and complying with any licences for the *Event* and for having sufficient stewards and officials to fulfil these *Conditions*. A named Event Manager should be nominated and will be expected to be present and contactable for the duration of the *Event*.
- 6.9 The *Hirer* is responsible for the supervision and control of *Event* participants, officials, visitors and spectators.
- 6.10 The *Hirer* shall provide first aid facilities throughout the *Event* on the site, to the satisfaction of the *Director*.
- 6.11 The *Hirer* shall not be permitted to remove or obscure *Council* notices or placards displayed at the *Venue* without the prior written consent of the *Council*.
- 6.12 Where it has been necessary to make a road closure order the *Hirer* shall ensure that the road closure equipment provided by the *Council*, or other traffic management agencies, is not moved and maintain the integrity of the closure.
- 6.13 The *Hirer* shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 6.14 The *Hirer* shall not excavate or drill pinning holes into the *Venue* except with the prior written consent of the *Neighbourhood Team*.
- 6.15 The *Hirer* shall ensure that any unwanted liquids are removed from the *Venue* and not disposed of into the sewage system.
- 6.16 The *Hirer* shall not permit any structure to be erected or placed on site other than those of a temporary or moveable nature.
- 6.17 The *Hirer* shall ensure that no vehicles are parked or driven across any public footpath located within the *Venue*. All vehicles must be kept off grassed areas unless written permission from the *Neighbourhood Team*. Where permission has been granted, vehicles must adhere to the 5mph speed limit at all times.

- 6.18 The *Hirer* shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the *Venue*.
- 6.19 The *Hirer* shall not interfere with or make any alteration to the layout or arrangement of the *Venue* without the prior written consent of the *Council*.
- 6.20 Proposed funfairs and fairground rides must be agreed with the *Council*. Where the *Council* has agreed that the *Venue* shall be used for a funfair then 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 guidance given in the publication *Fairgrounds and Amusement Parks – Guidance on Safe Practice* published by the Health and Safety Executive, and all other statutory requirements. Prior to the *Due Date* of fairground equipment being operated, the *Hirer* shall produce to the Neighbourhood Team, a Certificate of Fitness issued by a Consulting Engineer, in accordance with this guidance.
- 6.21 The *Hirer* shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the *Venue* or users of the immediate surrounding area of the *Venue*. Advice can be sought from the *Council's* Environmental Health Service on 0161 474 4181.
- 6.22 The *Venue* will be occupied, used & vacated in accordance with the times specified in the permission letter.
- 6.23 The *Council* reserves the right to require the *Hirer* to provide at his/her own expense temporary sanitary accommodation at such a level as deemed reasonable by the *Council*. Minimum provision of toilets should be as follows:
- | | |
|---------|--|
| Males | WCs - 1 per 250 plus 1 for every additional 500 males or part thereof. |
| | Urinals - 2 per 100 plus 1 per every 50 males or part thereof. |
| Females | WCs - 2 per 100 up to 200 females then 1 per 100 or part thereof. |
- 6.24 The sale of alcohol is a licensable activity under the licensing Act 2003. Either a Premises License or a Temporary *Event* Notice will be required. Applications for Premises Licenses must be submitted to the Local Authority (Stockport Metropolitan Borough *Council*) at least two month before the *Event* is due to take place. Temporary *Event* Notices must be served on the Licensing Authority and the Police at least 10 working days before the *Event* is to take place. However, it is recommended that organisers submit their notice between one and two months in advance of the planned *Event*.
- 6.25 The *Hirer* will not allow at the *Event* any exhibition, performance or entertainment in which animals are or might be involved, unless agreed by the *Council*.
- 6.26a The *Hirer* will not permit the operation or release of any highflying object without the prior written consent of the *Council* and the Civil Aviation Authority. The flying of powered model aeroplanes is not permitted on grounds of public safety, unless authorised by the *Council*.
- 6.26b The *Hirer* will not permit the release of any balloons or sky lanterns (sometimes known as Chinese or Floating lanterns) releases of both are not permitted in the Stockport Borough.

- 6.27 It is the responsibility of the *Hirer* to liaise with the *Council's Director* of Services to Place and Greater Manchester Police regarding the impact the *Event* may have on traffic arrangements in the vicinity of the *Venue*. The *Hirer* agrees to comply with any requirements of the *Council's Director* of Services to Place and Greater Manchester Police regarding traffic management.
- 6.28 The *Hirer* agrees that where the *Venue* is to be used in the dark then he/she will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 6.29 The *Hirer* shall not bring into the *Venue* any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the *Council*.
- 6.30 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.
- 6.31 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 parts of the *Venue* without the prior written consent of the *Council*.
- 6.32 The *Council* does not give any warranty as to the suitability or safety of the site (or of any fixture or fittings of the *Council*) for the *Event* and the *Hirer* shall use the site for the *Event* at the sole risk of the *Hirer* (subject to any statutory controls or limitations resulting thereto).
- 6.33 Where marquees are erected for an *Event* the organisers must conform to any recommendations or requests from the Greater Manchester Fire Service.
- 6.34 The use of any public address system at the *Event* must be first agreed by the *Council* and must not be operated so as not to cause a noise nuisance in breach of clause 6.17. The *Hirer* must obtain any necessary Licenses.
- 6.35 In the case of Hollywood Park, Stockport, the *Hirer* will ensure that the sound used shall not exceed 75dB (A) Leq from 18.00 hours to 22.30 hours or 85dB (A) Leq for any 5 minute period.
- 6.36 Any *Event* that involves the provision of regulated entertainment is licensable under the Licensing Act 2003. Regulated entertainment is:

- The performance of a play
- Exhibition of a film
- An indoor sporting event
- Boxing or wrestling entertainment
- Inclusion of weapons, real or replica
- Performance of live music
- Any playing of recorded music
- Performance of dance, or
- Similar entertainment to live music, recorded music or dance

The provision of facilities for regulated entertainment will need either a Premises Licence or a Temporary Event Notice. Please contact the Licensing Authority on (0161) 474 4311 for details at the earliest opportunity.

- 6.37 The *Hirer* shall repay to the *Council* on demand the cost of reinstating, repairing or replacing or cleansing any part of or property in the *Venue* 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 arising out of the negligence of the *Hirer*, its employees or agents.
- 6.38 The *Hirer* shall at all times comply with its obligations under all applicable statutes, regulations, directives and other legislative provisions including but not limited to the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Health & Safety at Work Act 1974 and the Data Protection act 1998.
- 6.39 The *Council* reserves the right to continue to provide existing services (whether these services are provided by direct provision or by a voluntary organisation) at the *Venue*.

7 Right of Entry

- 7.1 Authorised *Council* officers or Members shall be permitted entry to the *Venue* at all times during the period of hire.
- 7.2 The *Council* reserves the right to refuse admission to or evict any person from the *Venue*.
- 7.3 The *Council* reserves the right to fix a maximum limit for the number of persons attending the *Event*.

8 Assignment

- 8.1 The booking shall be personal to the *Hirer* and the right to use the *Venue* shall not be sublet, assigned or otherwise transferred; the *Hirer* shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the *Council*.

9 Broadcasting & Television

- 9.1 The *Hirer* may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of *Event* during the period of hire without the prior written consent of the *Council*. If such consent is given, the *Council* reserves the right to be a party to any negotiations and the terms and *Conditions* of any agreements reached and to share any income and publicity derived there from.

10 Advertising

- 10.1 No advertising material is to be displayed within the area of the Metropolitan Borough of Stockport except with the consent of the *Director* of Technical Services for the time being of the *Council*, and in accordance with the Town and Country Planning (Control of advertisements) Regulations 1969.
- 10.2 The *Hirer* shall obtain the *Council's* prior approval to all signs, advertisements or posters relating to the *Event*. Please contact the relevant Park Manager to display posters advertising the *Event* on park notice boards.
- 10.3 A deposit may be required as a security against the occurrence of fly posting, which must be received at least 10 working days prior to the *Event*. This sum or any part thereof shall be forfeited to the *Council* should the said *Conditions* not be observed.

11 Permits & Licences

- 11.1 The *Hirer* shall ensure that any license, permit or other consent that may be required is obtained, whether from the *Council* or otherwise, before the *Event* takes place and shall, produce to the *Council* copies of such licence, permit or consent. If any such permit or consent has not been obtained, the *Council* reserves the right to cancel the booking.
- 11.2 When promoting the *Event*, the *Hirer* will be responsible for exhibiting all necessary permits during the *Event*.
- 11.3 Nothing shall be done by the *Hirer* that shall or may contravene the terms and *Conditions* of any licence (eg Premises Licence), permit and/or licences or consent issued in respect of the *Venue*. Contact the Licensing Section on 0161 474 4311

12 Health & Safety

- 12.1 The *Hirer* agrees to undertake a risk assessment for the *Event* and is 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 *Venue* for the *Event*.

13 Indemnity & Insurance

- 13.1 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) sustained by any person in the *Venue*, except where caused by the neglect or omission of the *Council* or its agents, servants or employees.
- 13.2 The *Hirer* is responsible for all safety aspects of the *Venue* prior to, during or subsequent to the *Event* and shall be liable for any loss, damage, injury or death caused by the negligent act or omission of the *Hirer*, its agents, servants or employees or third parties under the *Hirer's* control and direction.
- 13.3 The *Hirer* shall 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*, except where caused by the negligent act or omission of the *Council* or its agents, servants or employees.

- 13.4 The *Hirer* shall take out Public Liability Insurance to Cover for a minimum of £5 million and produce evidence of such insurance.
- 13.5 Before instructing any exhibitor, ground entertainer, sub-contractor, caterer, or any other individual participant to appear at the *Event*, the *Hirer* must have sight of an up to date Public Liability Insurance Policy at such level as may be required by the *Council* and provide evidence of this to the *Council*.
- 13.6 Failure to provide proof of insurance cover as required under clause 13.4 and 13.5 will lead to cancellation of the *Event*.

14 Catering

- 14.1 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. Please contact the Commercial team on (0161) 474 4181.

15 Traders

- 15.1 No commercial traders will be permitted to trade at the *Event* [without the prior written consent of the *Council*]. Any *Event* with more than four stalls selling goods to the public requires a licence from the Licensing Authority on (0161) 474 4311.

16 Collections or Lotteries

- 16.1 No collections, games of chance, sweep stakes; lotteries or betting of any kind may be conducted at the *Venue* without the prior written consent of the *Council*.
- 16.2 The collection of cash, by public donation, is not permitted unless the organiser is licensed to do so. No buckets or open containers will be allowed for this purpose, only sealed, coin collectors' boxes will be permitted. Applications for licences must be made to Stockport Metropolitan Borough *Council's* Licensing Section, on 0161 474 4311. Any collection must be for a charitable purpose if any licence is to be considered.
- 16.3 The sale of raffle tickets and the operation of tombolas are permitted, without licensing, provided that the draw for the prize is made before the close of the *Event*. When the draw is made at a later date, the raffle/lottery must be licensed. Applications for licences must be made to Stockport Metropolitan Borough *Council's* Licensing Section, on 0161 474 3261.

17 Property not removed

- 17.1 The *Council* may remove and store any property that is left by the *Hirer* at the *Venue* 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 move and sell in such a manner as they think fit any property left at the *Venue* as a result of the hiring not claimed within 28 days. The proceeds of sale of which shall be the *Council's*.

18 Variations to Agreement

- 18.1 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.
- 18.2 These Terms and *Conditions* are personal to the Organiser, and nothing within them shall be construed as creating the relationship of landlord and tenant.

The *Hirer* hereby accepts the above licence and agrees to the above *Conditions* thereof and shall perform, observe and comply with the said *Conditions*.