

Terms and Conditions
For Events in Open Spaces

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Terms and Conditions for Events in Open Spaces

1 Definitions

- 1.1 “Conditions” means these booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.2 “Council” means the Brentwood Borough Council (and includes its successors in title).
- 1.3 “Due Date” means 28 days prior to the date of the Event/ Activity.
- 1.4 “Event/ Activity” means the purpose for which the venue has been booked.
- 1.5 “Hirer” means the company or the representative of the organization booking the Event/ Activity who pays any fees due under clause 2 below. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person.
- 1.6 “Deputy Operations Manager” means the Manager for the time being of the Council or their duly authorised officer.
- 1.7 “Venue” means the location booked for the Event/ Activity as per the application form.
- 1.8 “SAG” means a Safety Advisory Group which includes Licensing and Health & Safety officers from Brentwood Borough Council, representatives from Essex County Council, Essex Police, Fire Officers, and other appropriate authorities as relevant.

2 Payment

- 2.1 Payment of all fees, charges and bonds must be made in full prior to the Due Date. If all payments are not received the Council shall have the right to cancel the booking immediately.

3 Deposit

- 3.1 A deposit/ bond may be requested which would have to be paid to the council 28 days prior to the Event/ Activity which will be forfeited in the event of any damage or loss to the venue or held as part payment of any necessary making good. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.

4 Refusal of Booking and Cancellation

- 4.1 Larger events which need to go to a SAG meeting to be approved will need to give 6 months’ notice of the event.
- 4.2 The Council reserves the right to withdraw permission to use the venue at anytime. However, the council will repay any deposit/ bond paid on cancelling a hiring but shall be under no liability for expense incurred liquated damages or loss sustained by the Hirer as a result of cancellation.
- 4.3 Cancellation by the Hirer of a booking must be in writing and the effective date will be when the Deputy Operations Manager is in receipt of such information.

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- 4.4 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 or liquidated damages incurred by the Council subject to the discretionary power of the Deputy Operations Manager to vary this provision in appropriate cases.
- 4.5 Hirers who do not take up their commitment for any reason or fail to notify the Deputy Operations Manager in writing of cancellation forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses or liquidated damages incurred by the Council.
- 4.6 Substitution and amendments of the nature of the booking must be notified in writing to the Deputy Operations Manager who reserves the right either to cancel the booking or amend the hire fee as he/ she considers appropriate. In the Event/ Activity of such cancellation, the Hirer shall be liable as stated in clauses 4.4 and 4.5 above.
- 4.7 The Council accepts no responsibility for the non-arrival by the Due Date of application forms, remittances or cancellations.

5 Power, Generators, Liquefied Petroleum Gas (LPG) and Electrical or other Equipment

- 5.1 Petrol generators **are not** permitted.
- 5.2 Silent diesel generators may be permitted, and you will be notified if permission is granted for you to have a generator on the site. Terms for permitted use are as follows: The Event Organiser must ensure that the generator is protected by suitable covers or barrier, so as to prevent access by members of the public. Generators must not produce excessive fumes or leak oil or fuel. The generator must be switched off for refuelling and care should be taken to avoid spillage fuel spill mats should be provided. Refuelling must only be carried out by a competent person and only sufficient fuel for one day may be brought on site. All outlets must be protected by an RCD.
- 5.3 The Council reserves the right to demand the removal of any equipment, which it considers unsafe or about which complaints are received.

6 Emergencies

- 6.1 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.

7 Use of the Venue

- 7.1 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked at agreed frequencies during the Event/ Activity. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 code of practice on Litter and Refuse are discharged.

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- 7.2 All litter and refuse generated by the Event/ Activity shall be removed from the Venue by the Hirer, or will arrange prior to the event for the Council to carry out a litter pick post event.
- 7.3 The Hirer must at all times take good care of the Venue and will be responsible for any damage other than for wear and tear to the Venue or any part of it or any equipment or other property of the Council within the venue or in the area surrounding the venue, whether by the hirer, event participants or any other associated person or contractors, whether forming part of the hire or not.
- 7.4 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 Deputy Operations Manager. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 7.5 If the Hirer fails to perform any of its obligations set out in the clause 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.
- 7.6 The Hirer is responsible for the administration, organisation and running of the Event/ Activity and for having sufficient agreed number of stewards and officials to fulfil these conditions.
- 7.7 The Hirer is responsible for the supervision and control of Event/ Activity participants, officials, visitors and spectators. Where car parking is available, adequate stewarding is to be maintained to ensure all vehicles are parked safely and no disruption is caused to the highway or other users of the venue.
- 7.8 The Hirer shall not be permitted to remove, or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.
- 7.9 The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 7.10 The Hirer shall not excavate or drill pinning holes into the venue except with the prior written consent of the Council.
- 7.11 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into sewage system or on the Venue.
- 7.12 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue, without prior written consent of the Council.
- 7.13 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue.
- 7.14 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without prior written consent of the Council.
- 7.15 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides prior to the due date and shall comply with and

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ensure 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.

- 7.16 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate area of the Venue.
- 7.17 The Event/ Activity must cease at such time as specified by the Deputy Operations Manager. The Event/ Activity must cease at the end time stipulated on the form and all clearing up operations must be completed prior to leaving the site.
- 7.18 The Council reserves the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Deputy Operations Manager.
- 7.19 The Hirer must ensure that all users (of the Venue) whether event participants or not, have unrestricted access to the permanent public toilet facilities located within the Venue.
- 7.20 The sale or consumption of alcoholic drinks will only be permitted if the appropriate license has been awarded by the Licensing Department of The Council and that Officers are satisfied that this is appropriate for the venue and event being staged.
- 7.21 The Hirer will not permit the operation or release of any high-flying object without the prior written consent of the Council and the Civil Aviation Authority.
- 7.22 The Hirer agrees that where the Venue is to be used in the dark then he will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 7.23 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.
- 7.24 The Hirer shall obtain approval from the Council for the use of generators at the Event/ Activity. If such approval shall be granted, only diesel generators will be allowed, and the Hirer must ensure that they are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 7.25 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 Venue without prior written consent of the Council.
- 7.26 The use of any public-address system at the Event/ Activity must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance in breach of clause 7.17. Any necessary licences must be obtained by the Hirer.
- 7.27 The Hirer shall repay to the Council on demand the cost, as certified by the Deputy Operations Manager 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

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related to or by reason of the hiring. The Council's valuation of any damage/ loss subject to fair wear and tear is final.

8 Right of Entry

- 8.1 Authorised Council Officers or Members shall be permitted entry to the Venue at all times during the period of hire
- 8.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 8.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event/ Activity.

9 Assignment

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

10 Prohibition

- 10.1 The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking, e.g. catering, stalls, raffles and any other fund raising/ income earning activities without prior written consent of the Council.

11 Broadcasting and Television

- 11.1 The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcast or any other recording of any kind of the Event/ Activity 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. It will be the Hirer's responsibility to acquire any written consent from participants involved in these acts. Any resulting media products are not to be used in any way to bring Brentwood Borough Council into disrepute. No reference is to be made any way that Brentwood Borough Council endorses or supports the product, activity or religious or political view.

12 Advertisements

- 12.1 No advertising material may be issued, nor tickets sold until such time as a binding agreement to hire has been made on payment of the hire charge.
- 12.2 Any contravention of the Town and Country Planning (control of Advertisements) (England) Regulations 2007 or any amendments or variation there to, may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever wheresoever's and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

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13 Fly Posting

- 13.1 No advertising material is to be displayed anywhere on the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 2007 and specific written agreement has been given by the Council.
- 13.2 A deposit may be required as a security, especially for larger events, against the occurrence of fly posting which must be received at least 28 days prior to the Event/ Activity. The deposit will be forfeited either in whole or in part depending on the extent to which the anti-flyposting provisions are complied with.

14 Permits and Licences

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

15 Health and Safety

- 15.1 The Hirer agrees to undertake a risk assessment for the Event/ Activity 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/ Activity. Copies of the risk assessment must be provided to the Council and/ or any other relevant body e.g. Health and Safety Executive.
- 15.2 For larger events where over 500 people may attend, or where fireworks are to be used by an authorised user, the hirer agrees to attend the appropriate Council Safety Advisory Group (SAG) meeting in order to obtain advice and produce documentation to the SAG group, prior to permission being granted.
- 15.3 The hirer should ensure appropriate first aiders from approved authority in attendance in order to deal with any incidents and to log any incidents.

16 Indemnity and Insurance

- 16.1 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.

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- 16.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event/ Activity 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 Venue.
- 16.3 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 assisting the Hirer.
- 16.4 The Hirer agrees to take out Public Liability Insurance Cover or Third-Party Risks [including products liability where appropriate] the relevant limits of indemnity shall be an amount approved by the Head Of Sustainable Communities & Public Places. Under no circumstances shall this be less than £5 million (five million pounds) and the Council reserves the right to require a higher limit if deemed necessary. The Hirer will be required to produce evidence of such insurance.
- 16.5 The Hirer will 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, or caterer whom the Hirer has instructed or authorised to appear at the Event/ Activity. Under no circumstances shall this be less than £5 million (five million pounds) and the Council reserves the right to require a higher limit if deemed necessary.
- 16.6 Failure to provide proof of insurance cover as required under clauses and 16.5 prior to the Due Date will lead to cancellation of the Event/ Activity. Conditions 16.1, 16.2 and 16.3 shall only apply where the loss, damage, injury or death is caused by or in consequence of any act or omission on the behalf of the Hirer. It shall not apply where the loss, damage, injury or death is caused in whole as the result of any act or omission on the part of the Council.

17 Catering

- 17.1 All caterers at the Event/ Activity must comply fully with the requirements of the Food Safety Act 1990, The Food Safety and Hygiene (England) Regulations 2013, The General Food Regulations 2004 and Regulation EC 852/ 2004 and any arrangements there to and comply with all instructions given by the Environmental Health Officer who can be contacted at envhealth@brentwood.gov.uk.
- 17.2 All caterers at the Event/ Activity are requested to submit their last Local Authority inspection and Food Hygiene Rating along with the following:-
- Details of registration of the food business with a local authority
Procedures to comply with Article 5 of EC 852/ 2004.
 - Health and Safety at Work Policy Statement and Health and Safety Risk Assessments.

18 Traders

- 18.1 No commercial traders will be permitted to trade at the Event/ Activity without prior written consent of the Council.

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19 Collections or Lotteries

19.1 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.

20 Supervision of Children

20.1 Event Organisers are to ensure that persons involved in the supervision of the children are subject to the appropriate Disclosure and Disbarring Service checks and that copies of these checks are provided to the Council before the date of the event. Failure to do so may lead to permission being revoked by the Council.

21 Property Not Removed

21.1 The Council may remove and store any property that is left by the Hirer in or upon 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 from 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 Venue as a result of hiring not claimed within 28 days at the end of the event. The proceeds of sale which shall be the Council's.

22 Animal Welfare

22.1 The Hirer shall notify the Deputy Operations Manager of their intention to hold pony rides and will comply with the Council's conditions N.B. "Pony" shall also include Horse, Donkey, Mule and Ass.

22.2 The Council prohibits the use of any live creatures, animals or fish, as a prize at any Event/Activity on its land.

22.3 The Council does not permit guns on any Council owned public open spaces, woodlands, parks or country parks.

22.4 Hunting is strictly prohibited on Council owned land.

22.5 The Council prohibits mass balloon releases on Council owned land.

22.6 The Council prohibits the release of 'Chinese Lanterns' on Council owned land.

23 Variations to Agreement

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

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24 Fireworks

24.1 The Council will only consider professional firework companies to undertake fire work displays (category 4) on its public open spaces and parks (subject to agreement of appropriate site suitability) on the following conditions;

The event organiser will attend the Council's Safety Advisory Group (SAG) and submit an Event Plan to be reviewed by the professional group that represents SAG. The Event Management Plan will be presented 6 months in advance of the intended firework event.

The professional firework company should be a member of the British Pyrotechnists Association (BPA)*. As such they will adhere to the BPA professional industry standards for firework displays and demonstrate competency for organising, setting up and firing fireworks at these events.

The fireworks display organiser and fire work display company will also adhere to the Health and Safety Executive (HSE) guidance for public events "Working Together on Firework Displays" (HSG 123) as a minimum standard.

The BPA organises a training and registration scheme for professional firers in the UK.

Professional Firers are required to have completed a number of displays prior to sitting the examination and to maintain a log book of displays fired, are examined at 2 levels and successful candidates awarded a certificate and firer's ID card. A publicly available database of all firers is maintained at the BPA website.

The BPA recommends that the senior firer on a display site will be qualified to Level 2.

*The British Pyrotechnists Association (BPA)

The British Pyrotechnists Association (BPA) is the trade body that represents the majority of professional firework display companies in the United Kingdom. The Association is committed to maintaining high standards amongst its members, whose activities include the manufacture, importation, sale, transportation, training and use of display fireworks both by members of the public and professionals. More information about the BPA can be found at <https://www.pyro.org.uk/>

For Information:

As a central representative body, the British Pyrotechnists Association encourages the highest standards with respect to safety, on-site practice and performance of fireworks displays by its members and members of the general public. The Association is a central source of information on all questions relating to the display industry and is responsible for maintaining close liaison with the appropriate authorities on all matters concerning the manufacture, storage, transportation and exhibition of display fireworks. It also considers, makes recommendations, or takes other necessary action on all related aspects of UK and European legislation governing professional fireworks and related products.

Members of the Association sit on a number of Health and Safety Executive and Local Government enforcement committees, along with European committees concerned with the harmonisation of fireworks related legislation throughout the European Community.

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25 Acceptance of Terms and Conditions

25.1 I/We have read and understood Brentwood Borough Council's Terms and Conditions and agree to be bound by them.

Authorised Signature:

Dated:

Print Name:

Event Ref:

Event Name:

Event Date:

Name of organisation or company:

Position within organisation or company: