



# Melksham Town Council TERMS AND CONDITIONS OF HIRE FOR PUBLIC SPACES

Date Adopted: 3<sup>rd</sup> December 2024

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# TERMS AND CONDITIONS OF HIRE FOR PUBLIC SPACES

## Interpretations

The Council means Melksham Town Council and officers authorised by them to perform any particular duty.

The premises means the grounds owned or managed by the Council.

Hirer means the person making an application on behalf of the organisation.

Contract of hire or agreement means the formal written particulars of an organisations use of the space and the rules and regulations contained therein, which shall be deemed to include these terms and conditions of hire.

Event means a gathering greater than 50 or more people where infrastructure is brought to the premises or where activities are proposed (licensable or other) which may constitute an event (at the discretion of the Council). The term shall also encompass any 'activities' taking place at the main 'event' during the hire period.

Hire agreement or agreement means the agreement between the Hirer and the Council.

Parties means the Hirer and the Council.

## 1. Applications and Approval

1.1 Complete an application on the appropriate online booking form available from Melksham Town Council website, paper copies can be provided on request.

1.2 All Hirers are required to complete an event management plan. A template of the Council's EMP can be obtained from Melksham Town Council and must be returned with the application form at time of booking.

1.3 All Hirers are required to hold public liability insurance for their activities in held within the premises with a minimum value of £5 million. At the discretion of the Council this amount can be increased depending on the scale and nature of the activities and the event. All vendors, volunteer groups and subcontractors attending Hirers events much each hold their own public liability insurance in date for the event and seen by the Hirer prior to attendance at the event.

1.4 The completed application together with supporting documentation must be submitted within accordance with the timescales outlined in the table below.

Event	Notice Period
<i>Attendance with 0-499 attendees</i>	2 months prior to the event
<i>Attendance with 500 – 4999 attendees</i>	4-6 months ahead of the event
<i>Events containing funfairs, circus or have attendance exceeding 5000 or above</i>	8 Months' Notice

1.5 In some cases, applications may be accepted with reduced notice, this is accepted at the discretion of the Council events team and is unlikely during busy periods.

1.6 Melksham Town Council reserves the right to refuse any bookings or to impose any special conditions or restrictions but subject to right of appeal to the Council.

1.7 The Council will give its approval for the event to proceed at the premises by issuing a formal letter to the Hirer. The Hirer must hold a copy of this letter whilst on site at the premises during the hire period.

## **2. Hire Fee and Payment**

2.1 Hirers will be charged the hire charge in force at the time of the event not at the time of booking.

2.2 Hirers will be charged a day rate for any use of electricity from the supply at the premises, this is in addition to any fees for the hire of the premises.

2.3 Charges for the use of facilities shall be those determined by the Council, as outlined in the scale of charges. The Council reserves the right to alter charges without notice.

### **Hire Charges and Fees**

Type of event	Day Charge** Based on 8 hours	Hourly Charge	Deposit
<i>Community / Charity events</i>	£50.00 Registered charities no VAT	£15.00 Registered charities no VAT	50% of hire charge
<i>Commercial Events</i>	£350 + VAT	£60.00 + VAT	50% of hire charge
<i>Set Up and Take Down</i>	No charge	No charge	No charge
<i>Advertising/ TV Shoot</i>	£1,000	N/A	£1,000
<i>Fitness / Personal Training Hire</i>	£180.00 + VAT annual license fee	£20.00 + VAT	None

## **3. Hirers Responsibilities**

3.1 The Hirer shall not use the premises for any purpose other than that described on the booking form.

3.2 The Hirer does not have the right to assign or sublet any of its rights or liabilities under the contract of hire to any other person or persons.

3.3 The Hirer shall keep all pathways, passages, entrances and exits unobstructed at all times.

3.4 The Hirer will report an incidents, accidents, health and safety issues to the Council as soon as reasonably possible and complete accident/incident forms as required.

3.5 The Hirer must confirm to the Council and supply evidence on request that all vendors, volunteers and subcontractors are properly qualified to carry out the proposed activities in accordance with the event.

3.6 The Hirer will utilise the premises in such a way to allow for easy access and evacuation in the event of an emergency.

3.7 The Hirer shall not affix or install any equipment or infrastructure unless it has been indicated in the booking form and the Hirer has been permitted to do so by the Council. Any decorating materials, signage, equipment or infrastructure must be removed at the end of the hire period.

3.8 The Hirer shall ensure that its activities, infrastructure or equipment shall not cause damage to the ground building, premises infrastructure including but not limited to fences, street furniture, plants or wildlife onsite. If damage occurs, the Hirer will be liable to the Council for the full cost of any repairs or reinstatement works. The Hirer may not be permitted to hire Council owned or managed land again, at the Council's sole discretion.

3.9 The Council reserves the right to demand a damage deposit, which shall be subject to appropriate deduction in the event of damage being caused to the park, equipment or vegetation.

3.10 The Hirer is not permitted to display any signage or advertisements including but not limited to posters, banners or flyers on any part of the premises including and not limited to notice boards, fencing, railings plants and trees without the prior written consent of the Council.

3.11 No lighting effects or electrical equipment shall be introduced to the premises without the previous consent of the Town Council. Any electrical installations made by the Hirer at the premises must comply with all relevant British standards (to include BS7909 and BS7671) and all applicable laws, including the Electricity at Work Regulations 1989 and Provision and Use of Work Equipment Regulations 1998 (PAT Testing).

3.12 The Hirer shall not bring or permit to be brought on to the premises any explosives, inflammable spirits or fireworks of any kind without permission nor without consent install any portable heaters of any type.

3.13 The Hirer shall not without the prior written agreement of the Council use or permit to be used any naked lights, any inflammable material, decorations or scenery on the premises and shall not allow any act or performance to take place on the premises which might endanger persons on the premises or the premises themselves.

3.14 The Hirer shall ensure that suitable visitor and traffic management arrangements are in place to protect members of the public and to minimise the disruption to other premises users, neighbours and local traffic management.

3.15 The Hirer is responsible for adequately securing the premises and should not leave the premises unattended during the hire period when any equipment or infrastructure is present on site.

3.16 Where keys have been issued to the Hirer to allow access to the premises the Hirer must return any keys to the Council on completion of the event. It is the responsibility of the Hirer to ensure that gates and premises are locked. The Hirer shall not indemnify the Council against any losses, liabilities or damage resulting from the Hirers failure to lock the

premises; and against any costs incurred by the Council arising out of the Hirers failure to return the keys to the Council.

3.16 The Hirer is not permitted to bring vehicles onto the premises without the prior consent of the Council. Nor permit members of the public or any person to park vehicles on the premises without the permission of the Council.

**Note:** Organisers must provide a marshall(s) on the entrance to the site from the time of event access to ensure that only authorised vehicles gain access. All vehicles entering must use their hazards and travel at a speed no faster than 10 MPH. Where resources allow, we also recommend having the vehicles walked in and off site by a member of the event team in high-viz.

Please remember that only vehicles permitted on to site will be those:

- delivering and off-loading equipment/provisions/heavy items
- assisting with the build-up and breakdown of the event w.g. forklifts, high-abs etc. (n.b. no vehicles above 7.5 tonnes to be permitted without prior agreement)
- forming part of the emergency services
- forming part of the communication arrangements
- forming part of a food vendor by means of trading. All other vehicles must park away from the main event site.

3.17 The Hirer shall provide (risk assessed) medical provision, including adequate first aid cover given the nature of the event and in line with current guidance and legislation. Where in doubt please consult with the Council.

3.18 The Hirer must remove any equipment, infrastructure and waste from the premises after the event, leaving the premises at the end of the hire period in the same condition as at the commencement of the hire period. Failure to comply can result in the Hirer being charged for the costs of waste removal and ant reinstatement required.

3.19 No sweep stake, raffle or any other kind of lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be lawful by virtue of any enactment relating to Gambling, Betting and Lotteries and for which approval has been given by the Council in writing.

3.20 The Hirer shall not make any charge for entry or exit to the premises without the prior written consent of the Council.

3.21 Any animals brought on to the site must be accompanied by a qualified animal handler and all animal waste removed. Failure to comply can result in the Hirer being charged for the costs of waste removal and ant reinstatement required.

3.22 The Hirer shall be responsible for maintenance of good order and efficient supervision at the premises.

3.23 The Hirer will at all times adhere to all Byelaws in force in the operational area of the Council.

#### **4. Marketing**

4.1 The Hirer must inform the Council of their planned advertising as part of their marketing plan which can be submitted as supplementary information to their booking.

4.2 If consent for the event is granted the Hirer may display event advertising for up to 14 days ahead of the event and must remove it no later than 2 days after the end of the hire period. The Hirer is responsible for checking that the signage is secured and remains undamaged. The Council bears no responsibility for the loss or damage of event advertising.

4.3 The Council reserves the right to require the Hirer at their own cost to modify content, replace or remove advertising, if the Council at its own discretion considers them unsuitable for public display. Failure to comply will result in the Council removing them and charging any necessary reinstatement costs to the Hirer.

## **5. Licencing and Environmental Health**



5.1 A licence is necessary for some forms of public entertainment. Licensable activity includes but is not limited to:

- selling alcohol
- serving alcohol to members of a private club
- providing entertainment, such as music, dancing or indoor sporting events
- serving hot food or drink between 11pm and 5am

Details of the licensable activities authorised by Wiltshire Council and the times authorised for those activities are available from the Wiltshire Council website.

5.2 The Hirer bears the responsibility for applying to the Wiltshire Council licencing team within their required deadlines for events and must seek to obtain all necessary licences for their own event including but not limited to premises licences, temporary event notices, street trading or occasional sales licences.

5.3 Where a licence is granted to the Hirer by Wiltshire Council to carry out any activity which requires a licence in relation to the event. The Hirer must supply a copy to the Council not less than 4 weeks to the hire period commencement date.

5.4 The Hirer is not permitted to bring traders or concessionaires to the site unless agreed in writing with the Council. The Hirer shall comply with the code of conduct for occasional sales issued by the Council and appended to these conditions (if appropriate).

5.5 It is the responsibility of the Hirer to ensure that all PRS returns, programme details and box office information should be forwarded to the Council no later than 7 days after the final performance. See [www.prs.co.uk](http://www.prs.co.uk).

5.6 Where the proposed event involves music and amplification or otherwise has the potential to cause a noise disturbance, a noise management plan should be submitted to the Council alongside the event management plan. The Control of Noise at Work Regulations 2005 apply to exposure of all employees and contractors to loud noise at events which includes music and sound systems music at events. Detailed guidance on noise in entertainment is available in the HSE publication HSG 260 'Sound advice: Control of noise at work in music and entertainment' and the associated HSE web pages at [www.soundadvice.info](http://www.soundadvice.info). If requested by the Council, the Hirer must turn down the noise level or switch off and/or take any other noise controlling measures.

5.7 The Hirer and its vendors, volunteers and sub-contractors shall comply with all current legislation relevant to the event, including the Food Safety and Hygiene (England) Regulations 2013.

All caterers using Council premises must be able to demonstrate, in advance of the hiring period, that they have a documented system of food safety management based on HACCP principles, as required by Regulation (EC) No.852/2004. Caterers unable to meet this stipulation will be refused entry to the premises.

5.8 The Council will bear no liability for any illness due to food poisoning from provision made by the Hirer as a result of catering arrangements made in connection with their booking.

5.9 The Hirer must provide adequate sanitary facilities including temporary toilet facilities at the site in accordance with current guidance based on the number of attendees at their event.

## **6. Indemnity**

6.1 The Hirer shall indemnify the Council in respect of the Hirer's legal liability only for all claims, damages to or loss of property belonging to any person and for any personal injury to or the death of any person during the course of or in consequence of the hiring save insofar as the same arises out of any act, omission or negligence on the part of the Council.

6.2 The Hirer shall not play or permit to be played, perform or display any work which will infringe any copyright. Guidance on compliance with regulations may be sought from the Council.

6.3 Whenever the function includes the public performance of any copyright work, the Hirer must secure from the appropriate persons or bodies the right to have such works performed or produced and must reimburse the Council all sums of money which the Council may have to pay in respect of such performance or by reason of any infringement of copyright occurring during the hiring.

6.4 The Council accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left at the premises owned or operated by the Council or any part thereof, by any organisation, or any member of any organisation or any individual.

## **7. Terminations and Cancellations**

7.1 The Council may revoke the Hirers permit and terminate the hire agreement with immediate effect where the Hirer and or its supplier:

- Is in breach of its obligations under the hire agreement and where the breach is capable of remedy; fails to remedy such a breach in 7 calendar days and/or receipt of written notice to remedy the breach.
- Becomes in the Councils judgement incapable for any reason of efficiently performing as a competent and qualified Hirer and/or supplier.
- Acts in a way that is likely to bring the Council into disrepute or damage its reputation or interests.

7.2 Where the Council terminates this agreement under clause 7.1 the Hirer shall not be entitled to receive any refund of the hire fee. Such cancellation shall not release the Hirer from any of his obligations or affect any right to remedy which the Council may have and the Council shall be entitled to retain for their own use and benefit any moneys paid by way of deposit and to sue for any balance outstanding.

7.3 The Council may terminate the hire agreement for convenience giving seven calendar days written notice.



7.4 Where the Council has terminated the hire agreement under clause 7.3 All money paid in respect of the booking will be refunded. The Council will not be liable for any other expenditure or loss sustained, directly or indirectly by the Hirer or the organisation arising from the cancellation.

7.5 Should the Hirer wish to cancel their booking they must notify the Council in writing and will become liable for the appropriate charge as outlined in the accompanying scale of charges.

7.6 Force Majeure – Severe weather and other major incidents of Force Majeure may render it unsafe to operate the event. Extremes in weather and/or wind speeds may exceed the tolerance level of temporary structures, resulting in the cancellation of the event. The Council would not be liable for any costs or losses incurred by the Hirer, their vendors, volunteers or subcontractors, all fees for hiring the park will remain applicable as outlined in the accompanying scale of charges.

## **8. Additional and Special Conditions**

8.1 The Council reserves the right to impose additional conditions or to vary the conditions on any hiring provided that notice thereof is given to the Hirer in writing not less than 48 hours before the commencement of the function.

## **9. General Provisions**

9.1 The hire agreement contains the entire understanding and agreement between the Hirer and the Council and supersedes all prior representations, documents, negotiations or understandings. The Hirer acknowledges that it has not entered into the agreement in reliance upon any representations by the Council or anyone acting on its behalf.

9.2 Pursuant to the Freedom of Information Act 2014 and the Data Protection Act 2018 the Council is subject to certain legal obligations in relation to public disclosure of information. The Hirer shall cooperate with and assist the Council with any requests for disclosure which the Council received in relation to the hire agreement.

9.3 Nothing in the agreement shall be taken to confer any benefit on any person who is not party to it and the parties hereby agree that the Contracts (Rights of third parties) Act 1999 does not apply hereto.

9.4 Nothing in this agreement shall fetter the Council in the exercise or discharge of its functions, powers and duties as a local authority (including, without limitation, the power to close all or part of any park or open space either on a permanent or temporary basis).

9.5 Nothing in the agreement shall create tenancy in favour of the Hirer.

9.6 In the event that any dispute arises between the parties in connection with the agreement, the parties shall in the first instance, use their reasonable endeavours to resolve it amicably between themselves. Disputes remaining unresolved following such endeavours shall, if the parties agree to be referred to non-binding mediation. In the event that the

parties do not agree to non-binding mediation or if the dispute remains unresolved, the dispute shall be referred to the exclusive jurisdiction of the Courts of England.

9.7 The agreement shall be governed by and construed in accordance with English Law and the Council and the Hirer hereby submit to the exclusive jurisdiction of the English Courts.