

TERMS AND CONDITIONS FOR HIRE OF HASTINGS BOROUGH COUNCIL LAND

Please read this document before completing your application form. It must be signed and returned only after you have received your provisional Approval letter.

The Council reserves the right to amend these conditions depending on the nature of event being proposed.

Site required: _____

Event: _____

Date(s) Site Required: _____
(including arrival and departure dates)

1. Introduction

1.1 Set out below are the Terms and Conditions which regulate the hire of Hastings Borough Council land. These terms and conditions are designed to protect the interests of the Hirer and the Council and are to the entire exclusion of all other terms and conditions.

2. Definitions

2.1 “**Conditions**” means these booking conditions which shall form part of the contract between the Council and the Hirer.

2.2 “**Council**” means Hastings Borough Council of Town Hall Queens Road Hastings East Sussex TN34 2QR.

2.3 “**Event**” means the purpose for which the Venue has been booked.

2.4 “**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.

2.5 “**Letter of Approval**” means a 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.

2.6 “**Hirer**” means the company or the representative of the organisation booking the Event. This booking is personal to the Hirer and he/she may not transfer or sublet this consent to any other person.

2.7 “**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 Council’s land. 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.

2.8 “**Venue**” means the location booked for the Event, to include the immediate surrounding area open to the public or as detailed on the application form.

2.9 “**Multi Agency Consultation Process**” means any type of consultation between the Council, the Hirer and any or all of the following services – Police, Fire and Rescue, Ambulance (including St John and Red Cross), Coastguard,

Civil Aviation Authority and any other similar organisation as may be appropriate.

3. **Application**

- 3.1 All applications for the hire of Hastings Borough Council land are to be made on the 'First Enquiry Form' and are personal to the Hirer.
- 3.2 Applications must be received not less than four weeks prior to the planned Event date otherwise the request may not be considered.
- 3.3 Major Events likely to attract a large audience or those where significant risk may be present will be considered by a Multi Agency Consultation Process.

4. **Confirmation**

- 4.1 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 Licence or relevant Building Control Permissions.

5. **Payment**

- 5.1 **Hire 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 Venue hire.
- 5.2 **Bond:** The Hirer shall be required to pay a refundable bond, the amount of which is to be determined by the OIC as well as a Due Date for payment. Failure to pay the bond in full by the Due Date may result in cancellation of the venue hire. Furthermore, only on receipt of full payment by the Council of both the hire fee and any bond to be paid, will the Venue booking be guaranteed.

The Council shall be entitled to deduct the costs of any repairs, additional charges or third party charges incurred by the Council not paid for by the Hirer but for which he/she is liable, from any bond held by the Council and to refund the balance to the Hirer. Any refund of the bond, 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.

The Council shall be entitled to retain the full amount of the Bond or such percentage thereof as the OIC shall consider reasonable if any of these terms and conditions are not fully complied with.

- 5.3 **Cancellation fee:** If the Hirer or Organisation cancels an Event for any reason, then the following charges will apply to the Hire Fee:
 - a) For a cancellation seven days or less before the Event: 100% of the total Hire Fee to be paid.
 - b) For a cancellation between eight and fourteen days before the

- Event: 50% of the total Hire Fee to be paid.
- c) For a cancellation between fifteen and twenty eight days before the Event: 20% of the total Hire Fee to be paid.
 - d) For a cancellation twenty-nine days or more before the Event: no cancellation charge will be incurred.

The above charges will be levied irrespective of whether facilities are subsequently re-hired. In addition any other payment, which may have been made by the Council in association with the Event, will be levied against the Hirer.

Repayment of the Hire Fee or any percentage there of is in accordance with these provisions, and will only be made if the cancellation is made in writing and received by the Council prior to the Event and within the periods specified above.

- 5.4 **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 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. The Council's valuation of any damage/loss is final. The Hirer will be advised of any additional costs and invoiced accordingly. If payment is not received within 30 days the cost will be applied against the refundable bond
- 5.5 **Value Added Tax (VAT):** The Hirer shall agree to pay any VAT that may be chargeable on any payments.
- 5.6 **Invoices:** An invoice shall be sent to the Hirer on confirmation of the Event. Payment can be made in a variety of ways, please see the "Ways To Pay" section on the reverse of your invoice for details.

6. Use of the Venue

- 6.1 **Care of the Venue:**
 - 6.1.1 The Hirer must at all times take good care of the Venue and will be responsible for any damage 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 other associated persons or contractors.
 - 6.1.2 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on or at the Venue without the prior written consent of the Council.
 - 6.1.3 The Hirer shall not interfere with or attach anything to any item of the Council's furniture which may be on the Venue without the prior written consent of the Council.

- 6.1.4 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 6.1.5 No cooking or fires shall be permitted in the Venue except with the prior written consent of the Council
- 6.1.6 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 Venue 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 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 remove and sell in such a manner as they think fit any property left at the Venue not claimed within 28 days of the conclusion of the Event. Subject to the Council's right to off-set any costs incurred in the removal, storage and/or sale of the property, the proceeds shall be refunded to the Hirer.
- 6.1.7 The Hirer shall not interfere with or make any alteration to the layout of the Venue without prior written consent of the Council.
- 6.1.8 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
- 6.1.9 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue. If music is to be performed, regardless if it is recorded or live, the Hirer agrees to conduct a noise risk assessment and to formally discuss the Event with the Council's Principal Environmental Health Officer. The Hirer also agrees to comply with any finish time stipulated by the premises licence for the Venue or any amended time as stipulated in the Letter of Approval.
- The Hirer is reminded of their legal responsibilities as defined by the 'Noise at Work Regulation 2005' in relation to presenting live or recorded music.
- 6.1.10 The Hirer shall not bring into the Venue 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.

6.2 **Litter / Waste Management**

- 6.2.1 The Hirer shall ensure that the Venue is left clear of all litter and refuse on completion of the Event. The Hirer shall note that he/she is responsible for the spread of any litter from the Venue that is directly attributable to the Event.
- 6.2.2 The Hirer may employ its own Agents to carry out the collection of litter. The Hirer shall ensure that the Venue is regularly litter picked and that sufficient bins or skips are made available. Should the Venue not be cleaned to the satisfaction of the OIC, a further charge shall be levied for the clearance of any remaining litter.

- 6.2.3 All litter and refuse generated by the Event shall be removed from the Venue 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 Venue.
- 6.2.4 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue. The Hirer agrees to pay the cost if the Council is required to dispose of any unwanted liquids left at the Venue.
- 6.3 **Vehicles**
- 6.3.1 Vehicle access for the Venue shall be as set out in the final Letter of Approval.
- 6.3.2 Only essential vehicles shall be allowed to visit or park on Event sites. The number of vehicles shall be agreed prior to the Event with the OIC and the Hirer shall provide the OIC with a list of owner's details on request. All other vehicles shall not be granted permission to enter the Venue.
- 6.3.3 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue without the prior written consent of the Council.
- 6.3.4 The Hirer shall ensure that no vehicles drive on the grass without prior permission of the Council. Vehicles shall be parked on boards / tarmac at all times.
- 6.3.5 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 driving under the canopy of trees, making tight turns, rapid breaking or acceleration. Reversing operations shall be kept to a minimum and trained marshalls used where necessary. The aim is that there is reduced risk of injury to patrons and or damage to Council property.
- 6.3.6 The Hirer shall ensure that no vehicles park next to the base of trees, even on tarmac areas unless the area is a permanently designated vehicle parking area. 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
- 6.3.7 The Hirer shall ensure that all his employees and Agents are briefed on the conditions relating to vehicle access / egress.
- 6.3.8 It is the responsibility of the Hirer to liaise with the OIC and Police regarding the impact the Event may have on traffic management in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Council and Police regarding traffic management.
- 6.4 **Care of the Grass Areas / Trees**
- 6.4.1 See Vehicles 6.3.4; 6.3.5 & 6.3.6

- 6.4.2 No stores e.g. pallets or stacked flooring shall be unloaded onto grass areas. All stores shall be unloaded onto tarmac.
- 6.4.3 No plastic or rubber carpet underlay, or other items similar in nature shall be placed on the grass at any time without prior consent
- 6.4.4 Coconut matting or similar permeable materials shall not be laid on the grass for more than 3 days.
- 6.4.5 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.
- 6.4.6 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.
- 6.4.7 No structure fixing pins shall be used beneath any tree canopy. No structure shall touch or interfere with any tree canopy.
- 6.4.8 No tree or shrub shall be pruned under any circumstance.
- 6.4.9 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.
- 6.4.10 No fuel, chemicals or other substances that may harm the grass, shall be positioned on grass areas.
- 6.4.11 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 and in the worst case scenario, cancel, close or change the date of the Event.
- 6.4.12 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's Amenities Department and shall be non-negotiable.
- 6.4.13 The 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.
- 6.5 **Toilets**
- 6.5.1 The Hirer shall provide at his/her expense temporary sanitary accommodation for the number of people attending the Event and having due regard for the nature of the event. Requirements shall be agreed with the OIC.
- 6.5.2 The Hirer must ensure that all users of the Venue whether Event participants or not have unrestricted access to any permanent public toilets located within the Venue.

6.6 **Event Security**

6.6.1 The Hirer is responsible for the administration, organisation and safe running of the Event and for having sufficient Registered Security Staff, stewards and officials to fulfil these conditions. Numbers will be agreed with the OIC, and may be prescribed during a Multi Agency Consultation Process.

6.6.2 The Hirer shall be responsible for the health and safety of his employees' and Agents' and their compliance with the provisions of the Health and Safety at Work etc Act 1974, the Environmental Protection Act 1990 and the Environmental Act 1995 and all supplemental legislation and guidance.

6.6.3 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.

6.6.4 Event stewards should be clearly identifiable.

6.6.5 Event stewards shall also be thoroughly briefed about the Event and the terms and conditions of using the venue.

6.7 **Fun Fairs**

6.7.1 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 ensure that the operators of the rides comply with the guidance given in the publication *Fairgrounds and Amusement Parks – Guidance on Safe Practice – HSG175* published by the Health and Safety Executive and all other statutory requirements. In particular a copy of the latest certificate of thorough examination must be submitted prior to the due date for all mechanical rides and/or inflatable devices as appropriate.

6.7.2 Where the Council has agreed that the Venue shall be used as a fun fair, the Council will retain a copy of all certificates submitted and reserves the right to confirm the approval of any examining individual or body to issue that certificate with the Health and Safety Executive.

6.8 **Right of Entry / Access**

6.8.1 The Hirer shall ensure that pedestrians are allowed access along any public footpath located within the Venue unless an Order has been made pursuant to legislation.

6.8.2 Authorised Council Officers or Members shall be permitted entry to the Venue at all times during the period of hire.

6.8.3 The Council reserves the right to refuse admission to or evict any person from the Venue.

6.8.4 The Council reserves the right to impose a maximum limit for the number of persons attending the Event following a Multi Agency Consultation Process.

6.9 **Electricity / Generators**

6.9.1 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.

6.9.2 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; relevant safety certificates for both installations and equipment shall be available on site and be produced on demand to an authorised officer of the Council.

6.9.3 All generators shall be silent running.

6.10 **Water**

6.10.1 The Hirer may request connection to the Council's water supply and mains drainage systems. A metered standpipe will be provided where possible and additional costs will be payable based on the amount of water used. Please note this is not possible in all sites and arrangements will be advised by the OIC.

6.11 **First Aid**

6.11.1 The Hirer is responsible for ensuring that appropriate first aid cover is on hand at all times throughout the Event. The location of the first aid services shall be made known to patrons of the event by signage or by other appropriate means.

6.11.2 A Hirer may be requested to provide additional first aid cover for larger events; this must be provided by a recognised organisation, e.g. St. John Ambulance, British Red Cross Society. Some Events may require the attendance of a registered medical practitioner. This would be confirmed during the Multi Agency Consultation Process

6.11.3 All first aid treatments, incidents and/or emergencies must be recorded and all such records must be available to The Council. Where the accident or incident is formally reportable under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences' Regulations 1995) the Council **must** be informed formally and without delay.

6.12 **Children**

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

6.13 **Animals**

6.13.1 Hastings Borough Council has adopted an Animal Welfare Charter and any exhibition, performance or entertainment involving or making use of animals must have prior 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.

6.13.2 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.

- 6.13.3 Event Holders may use only the animals which are 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 Venue. Copies of all relevant licences / registration documentations for each animal must be provided with the application form.
- 6.13.4 No person shall exhibit or bring to the Event any performing animal unless he is licensed or registered in accordance with the Performing Animals (Regulation) Act 1925.
- 6.13.5 No animal shall be sold or given as a prize at the Event without the prior written consent of the Council.
- 6.13.6 No animal show or entertainment of an indecent or offensive nature shall be presented
- 6.13.7 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.
- 6.13.8 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 Venue. 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
- 6.13.9 Should the Council incur any expenses, either directly or indirectly, resulting from the use of animals by a Hirer, it shall be entitled to offset these costs 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 personal should it be necessary.
- 6.14 **Public Address Systems**
The use of any public address system at the Event 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 6.1.9. Any event that is proposing to use a Public Address System must make contact with council's Environmental Health Department.
- 6.15 **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.

- 6.16 **Food Businesses**
All food businesses at the Event must comply fully with the requirements of the Food Safety Act 1990, the Food Hygiene (England) Regulations 2006 and any amendments thereto and comply with all instructions given by the Environmental Health Officer / OIC.
- 6.17 **Commercial Traders**
A full list of all commercial traders participating in the Event must be submitted to the OIC prior to the due date. No commercial traders will be permitted to trade at the Event without the prior written consent of the OIC.
- 6.18 **Collections / Lotteries**
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 / Licensing Officer

7. Permits and Licenses

7.1 General

- 7.1.1 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 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.
- 7.1.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- 7.1.3 Nothing shall be done by the Hirer which shall or may contravene the terms and conditions of any licence (e.g. Premises Licence, Temporary Events Notice).

7.2 Building Control

- 7.2.1 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.
- 7.2.2 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.
- 7.2.3 The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with Building Control Regulations.

7.3 Public Events

- 7.3.1 Events that are open to the general public may require inspection by an Environmental Health Officer, particularly those that are operating under a Council / own Premises Licence, providing food and drink and PA systems.
- 7.3.2 The Hirer shall ensure that suitable facilities for people with disabilities are provided in accordance with the Equality Act 2010.

7.3.3 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 Police.

7.4 **Premises Licence**

7.4.1 The following regulated entertainments are deemed to be licensable activities and will require either a premises licence to be in force or a Temporary Event Notice to be applied for:-

- Plays
- Films
- Indoor sporting events – exhibitions or competitions
- Boxing or wrestling entertainment
- Live music
- Recorded music
- Performances of dance
- Facilities for dancing
- Sale by retail of alcohol for consumption on or off the premises.

8. Health & Safety

8.1 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, approved codes of practice or operational guidelines issued by sector specific professional organisations relevant thereto at all times during the Event and while preparing and clearing the Venue for the Event. Copies of the risk assessment must be available for inspection by the Council's Facilities Development Officer and Insurance Services Team and/or any other relevant body, e.g. Health and Safety Executive.

8.2 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.

8.3 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.

9. Indemnity and Insurance

9.1 **Indemnity**

9.1.1 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) or sustained by any person at the Venue.

9.1.2 The Hirer is responsible for all safety aspects of the Venue 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 Venue, which may be attributable to any act or

omission on the part of the Hirer, his agent, employees, contractors or sub-contractors.

9.1.3 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 Venue, 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.

9.1.4 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.

9.2 **Insurance / Public Liability**

9.2.1 The Hirer agrees to take out Public Liability Insurance Cover of at least £10,000,000 (ten million pounds) unless otherwise advised by OIC. Cover needs to include Products and Employment liability where relevant. The relevant limits of indemnity shall be an amount approved by the Council and will be as set out in the Letter of Approval

9.2.2 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 £10,000,000 (ten million pounds). The Council reserves the right to require a higher limit if deemed necessary.

9.2.3 If the Hirer intends exhibiting or using 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.

9.2.4 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 £2,000,000 (two million pounds) and the Council reserves the right to require a higher limit if deemed necessary.

9.2.5 The Council will require the Hirer to provide certificates of insurance or other documentation as proof of the insurance required under clauses 9.2.1 to 9.2.3 and 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.

9.2.6 Funfair operators are required to provide the Council with the insurance, ride inspection certificates and specific risk assessments for any rides that they intend to have at their event. This information must be in the OIC's possession by the Due Date. Failure to provide the information required by the Due Date shall entitle the Council to cancel the Event, such decision being solely the right of the Council

10. 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.

11. 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.

12. Applicable Law

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

13. Termination

13.1 Without prejudice to any rights or remedies that have accrued under these terms and conditions, the Council may at any time terminate this agreement with immediate effect by giving written notice to the Hirer if;

- (a) the Hirer commits a material breach of any term of this agreement; or
- (b) if the Hirer becomes bankrupt or makes any composition or arrangement with its creditors or;
- (c) if the Hirer has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of its business or undertaking duly appointed or has an administrative receiver as defined in the Insolvency Act 1986 appointed or has possession taken by or on behalf of any creditor of any property the subject of a charge;

13.2 The parties acknowledge and agree that any breach of clauses shall constitute a material breach of a material term for the purpose of this clause

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

Signed:

Date:

Print name : _____

Name of Organisation or Company: _____

Position held in Organisation or Company: _____