

CONDITIONS OF USE- OPEN SPACE EVENTS

1. The **Council's decision** on any matter affecting the use of the Land by the hirer, any damage arising from such use and any costs incurred as a result of that use shall be final and binding on both the Council and the hirer.
2. The Hirer shall **fully indemnify** the Council against all claims of any kind whatsoever, attributable to or arising out of the Hirer's use of the Land.
3. To observe all **relevant laws, regulations, statutes and licenses** relating to the Land and its use for staging the Event including but not limited to observance of the Regulations contained in Town and Country Planning (Control of Advertisements) (England) Regulations 2007, the Highways Act 1980 and the Copyright, Designs and Patents Act 1988 in relation to the Event. Failure to comply with the said legislation may lead to criminal prosecution.
4. The Hirer shall ensure that **no nuisance, annoyance or inconvenience** of any kind whatsoever shall be caused to the Council or owners or occupiers of adjoining or neighbouring properties caused directly or indirectly by the Hirer's use of the Land. To this end all commercial lets must end no later than 10.00 pm Sunday to Friday and 11.00 pm on Saturdays. The Hirer should be aware, in relation to **noise**, of section 62 under the Control of Pollution Act 1974 that states 'a loudspeaker in a street shall not be operated (a) between the hours of nine in the evening and eight in the following morning, for any purpose.
5. **Access to the Land** for the general public must not be restricted in any way unless by written consent of the Council. This does not restrict the right of the Hirer to offer for sale any tickets or programmes to view or attend the Event.
6. The Hirer shall make **no charge** to the general public wishing to gain access to the Land except by written permission of the Council.
7. It is the Hirer's responsibility to provide adequate **toilet** facilities and to liaise with the Thames Water Authority for **water provision** on the Land. Consideration should be given if portable toilets are required and should not be located at a reasonable distance away from residential properties.
8. The Hirer shall pay any expenses incurred by the Council in carrying out any work necessary in **preparing the Land** for use by the Hirer including the erection of barriers and fences.
9. In no circumstances shall Equipment be taken on to the Land when the **state of the ground** is such that damage is likely to be caused or inconvenience is caused to the public, save that nothing contained in this clause shall affect the responsibility of the Hirer under clauses 2, 16 & 18.
10. Equipment shall not be taken on to the Land earlier than **four days before** the commencement of the Period of Use without written permission from the Council.
11. All Equipment must be removed from the Land by the end of the **second day after** the expiry of the Period of Use. The Council may charge for each day over the permitted Period of Use the Hirer occupies the Land as well as any expenses incurred restoring the Land to its condition prior to the Period of Use.
12. The Hirer shall ensure that **no vehicles** whatsoever other than the Equipment are permitted to enter or **remain upon the Land** without prior written approval from the Council.
13. The Hirer will be held responsible for the cost of the Council **restoring the Land** to its condition immediately prior to the Period of Use, the repairing of any damage to the Land arising out of the Hirer's use and the clearing of litter and debris not cleared away by the Hirer to the satisfaction of the Council by not later than noon on the day after the period of use. Any costs arising from any default under this clause shall be enforced by Elmbridge Borough Council against the hirer.
14. Not less than 14 days prior to the commencement of the period of use, the hirer shall provide to the Council a **Site plan showing the positioning** of all erections, vehicles, caravans, appliances and any other Equipment to be used in

connection with the running of the event, (hereinafter collectively referred to as the "Equipment"), together with Public Liability Insurance documents and test certificates (e.g. ADIPS) for all rides.

15. The Council may require either the **alteration of the positions** or removal of the Equipment from the Land.

16. The Hirer shall affect **Public Liability Insurance** with a minimum indemnity limit of not less than £5m (five million pounds) in respect of any one Accident. The Council's interest must be noted in the Policy and the Insurance must indemnify the Council in respect of any liability that the Council may incur for personal injury or damage to property, sustained as a result of the use of the Land by the Hirer.

17. The Hirer must **provide evidence of insurance** cover as requested by the Council not less than 14 days prior to commencement of the period of use, and Insurance must be arranged for ALL facilities that will be provided on site during the hire period.

18. The hirer must conduct or provide their own **risk assessment** undertaken by competent persons, a written copy of which should be lodged with the council at least 5 weeks prior to the event date. This key document will be material in the event of any claim arising. The council will not be responsible for any errors or omissions in the risk assessment and will rely upon the reasonable skill and care of the persons conducting the risk assessment. Risk assessments are a legal requirement for employers under the management of Health and Safety at Work regulations 1999. Workplace equipment is covered under Regulation 6 of the Provision and Use of Work Equipment 1998 and daily inspection of equipment is the minimum requirement. The operator should undertake daily inspections on Equipment and report any significant defects or hazards to the authority immediately. The operator will also comply with all manufacturers approved working practices for the use of the Equipment. In these circumstances, the Equipment concerned will not be used without the written consent of the authority. Failure to apply specific safety requirements could result in the cancellation of your event or in extreme cases prosecution. Consideration should be given to all aspects of your event which involve a level of risk. E.g. machinery, fireworks, first aid, electricity, lost children, fuel etc.

19. The Council may refuse permission for travelling fairs and circuses to be sighted on the Land unless **Certificates of Fitness** relating to every ride in the fair can be produced. Each such Certificate must be valid for the period of hire with Elmbridge Borough Council & produced with Insurance documents not less than 14 days prior to hire, as outlined in clause 14 above.

20. When employing **fairground contractors**, precautions must be taken against damage caused to the Council's property from oil etc. that may be discharged from the fairground machines and that sawdust or similar material should be used to protect the turf.

21. The hirers must satisfy themselves that the **operators of fairground machines** have adequate public liability insurance cover for injuries to third parties. There should be in force a formal contract between Elmbridge Borough Council and the fairground operative to

- a) Demonstrate that all relevant items of equipment (the Equipment) to be used In the event described in the agreement (The Event) have been subject to an annual inspection by a person accredited in Amusement Device Inspection Procedure Scheme which is in force at the time when the Equipment is to be used.
- b) Demonstrate that anyone operating the Equipment has the relevant instruction and training
- c) Submit an assessment for all items of equipment to be used detailing all significant risk arising from the use of Equipment. Any defects unacceptable to the Council must be rectified prior to the event taking place.

22. Notification of the **intention to employ** fairground contractors or to use Equipment usually used by funfairs, in connection with the use of the Land must be given to the Council at least fourteen days prior to the commencement of the period of use. The Council has absolute discretion to permit or prohibit such actions.

23. **Pyrotechnics** (including fireworks, stunt performances etc.) will not be permitted at any event without prior written permission of Elmbridge Borough Council. This permission will only be considered following a detailed risk assessment being provided by the event organiser, at least 6 weeks prior to the date of the event.

24. **No fires** shall be allowed without prior written approval from the Council.

25. **Inflatables** must be designed in accordance with the British/European standard BS EN 14960. A bouncy castle (including inflatable slides and obstacle courses) is designed for air to continuously escape through its seams and is covered by BS EN14960. Hirers should not operate sealed air trampolines, normally inflated with an air compressor and then sealed so there is no air flow in and out as it is **not** covered by the British/European standard BS EN 14960. Inflatable play equipment has its own safety accreditation scheme through PIPA which can also be safety accredited through the ADIPS scheme (fairground equipment). Operators should conform with the manufacturers' instructions when using inflatables, including fixing them securely to the ground and being mindful of the weather conditions – each piece of inflatable equipment will have a maximum wind speed under which it would be safe to operate (operators should possess an anemometer to be able to measure wind speed) and must not operate the equipment if it is wet.
26. The organiser/fairground operative must submit written confirmation of the **insurance cover** indemnifying the Council against any claims, costs, losses or expenses arising from the use of equipment. The organiser/fairground operative must submit written confirmation of insurance cover in place on insurer or broker headed paper in accordance with this undertaking.
27. Elmbridge Borough Council expect hirers/users of our facilities to **behave** in courteous and professional manner towards each other and members of the public. Anti-social behaviour will not be tolerated and may result in cancellation or refusal for future bookings. Any rubbish or waste generated by the hirers/users must be removed and cleared on completion of the hire.
28. **All persons** using the council facilities shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the park or ground. All persons shall conform to any regulations or byelaws in force with respect to the grounds and comply with any instructions they may receive from the ground staff or any other officials appointed by the council.
29. **Sub-letting** of pitches or facilities is not permitted without written authorisation as part of a lease agreement.
30. Cancellations must be made in **writing** to leisure@elmbridge.gov.uk 7 working days before the event or booking is due to take place. Refunds will not be issued for events or bookings cancelled by hirers after this time.