

# Terms and Conditions of Hire

## Terms and Conditions

These conditions, together with the booking form of application to hire Council accommodation shall constitute the contract between the Council and the hirer(s).

## Definitions

- **Conditions** – means these booking conditions, which shall form part of the contract between Mid Devon District Council and the hirer(s).
- **Event** – means the purpose for which the venue has been booked.
- **Council** – means Mid Devon District Council and any authorised officers, Members or agents acting on its behalf.
- **Venue** – means the location for the event including the immediate surrounding area open to the public.
- **Stall** – means any space or structure designated to a vendor/trader.

## 1. Application

- 1.1 All applications for the hire of the venue must be on the form provided and (subject to clause 2 below) the person(s) signing the application shall be deemed to be the hirer(s). The Council reserves the right to refuse any application without explanation.
- 1.2 This booking is personal to the hirer(s) and they may not transfer or sublet this consent to any other person.
- 1.3 Where certificated evidence is required (as detailed in these Terms and Conditions), originals of all such evidence must be seen and copied by a Council officer.
- 1.4 Applications, where the hirer(s) have any accounts with the Council that are in arrears / overdue, will not be considered until those accounts are cleared.
- 1.5 We reserve the right to share information provided about this event with the Mid Devon Safety Advisory Group (SAG). You may be asked to provide a more detailed Event Management Plan to share with the SAG.

## 2. Capacity of Hirer

- 2.1 Persons applying to hire Council accommodation on behalf of organisations, associations (eg clubs and societies), firms and companies shall:
  - i) Disclose that fact on the booking form and indicate the name of the association, firm or company and its principal place of business or (in the case of companies) its registered office;
  - ii) Be deemed to have authority to enter into this contract on behalf of the association, firm or company and to bind it or as the case may be, its partners, members and officers.

## 3. Payment

- 3.1 The full amount of the Venue Hire charge shall be due and payable when sending the Booking Application; at a minimum, seven (calendar) days before the hire commences. If the charge is not so paid the Booking Application Form will be returned and the venue may be re-let to another person or organisation. See paragraph 17 for cancellation clauses.
- 3.2 Cheques should be made payable to “Mid Devon District Council”.

## 4. Responsibilities

- 4.1 The hirer(s) must ensure that the event complies with all the relevant Health and Safety legislation and seeks advice from competent persons on how to run a safe event where necessary.

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- 4.2 The hirer(s) must also ensure that all participants and contractors comply with all relevant Health and Safety legislation and guidelines, at all times during the event and while preparing and clearing the venue for the event.
  - 4.3 Hirer(s) are required to complete a written Risk Assessment (template form provided by the Council) on the proposed event in accordance with Regulation 3 of the Management of Health and Safety at Work Regulations 1999. A copy of the completed Risk Assessment must be returned to the Council twenty-eight (28) days before the start of the hire. The hirer(s) should be aware that they are required to review the Risk Assessment before, during and after the event and a final record must be kept for inspection if requested by the Council and/or any other relevant body.
  - 4.4 Entrances, exits, corridors and passageways must be kept clear of obstructions. The hirer is responsible for equipment in or brought to the venue. The Council will not accept liability for any loss or damage attributable to, or arising out of, the presence, use or condition of such equipment.
  - 4.5 The hirer(s) shall provide adequate first aid cover for the event. Should the first aid cover provided be deemed inappropriate by the Council, the hirer(s) agrees to provide first aid cover at the level specified. Should any accidents occur at the event, the hirer(s) must complete a copy of the Accident Report Form and return it, within 48 hours of the event, to the address given on the form.
  - 4.6 Smoking is not permitted to take place in any Council building (including the Tiverton Pannier Market) or any other designated smoke-free zone / prohibited area.
  - 4.7 Where permission has been granted for use of temporary structures, the use, erection/installation and dismantling of such temporary and demountable structures should comply with current guidance and British/European Standards and current health and safety legislation.
  - 4.8 The Council does not allow the use of Chinese/Sky Lanterns at any Council-owned venue (including parks and open spaces).
- 5. Goods and Services**
- 5.1 Any goods or services offered at the event must be fit for purpose and comply with all current legislation. A complete list of goods or services must be presented for consideration at least seven (calendar) days before the start of the hire period. Any products or services offered that do not meet with approval will be withdrawn at any time during the hire period. The Council reserves the right to cancel or immediately close any event that it considers to be inappropriate, dangerous or likely to contravene any current legislation or licensing objective.
- 6. Equipment**
- 6.1 The Provision and Use of Work Equipment Regulations (PUWER) require that all work equipment must be tested by a competent person regularly (usually once a year).
  - 6.2 All portable electrical equipment including DJ equipment must have a current electrical test certificate for use within the building. Copies of relevant certification must be provided to the Council on or before the date the final balance is due.
  - 6.3 Where permission has been granted for the use of a temporary electricity supply at the venue, any such supply must be provided in accordance with the current Institution of Electrical Engineers (IEE) regulations.
  - 6.4 The hirer(s) must ensure that any inflatable play equipment used at the event has been certified and inspected under the appropriate inspection scheme; Pertexa Inflatable Play Accreditation (PIPA) or Amusement Device Inspection Procedures Scheme (ADIPS). Copies of relevant certification must be provided to the Council on or before the date the final balance is due.
  - 6.5 The Council reserves the right to refuse permission for any inflatable play equipment deemed to be unsuitable for the venue due to safety reasons. Hirer(s) may only use inflatable play equipment that meets clause 6.4 and has been approved in writing by the Council.

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## **7. Food and Beverages**

- 7.1 The selling of alcoholic beverages at the venue will not be allowed without the prior written consent from the Council.
- 7.2 Where permission is granted, all persons supplying food or alcoholic beverages must hold an appropriate food hygiene certificate or authorisation to sell such drinks (such as a personal licence, premises licence, club premises certificate or Temporary Event Notice). Any stall that has alcohol for sale must have one personal licence holder for that stall to authorise sales made from the stall. Copies of relevant certification must be provided to the Council on or before the date the final balance is due.
- 7.3 All caterers at the event must be given notification to and made available for, inspection by the Council's Environmental Health Team and comply fully with the requirements of the Food Safety Act 1990 and Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto. All prices and charges shall be clearly displayed.
- 7.4 It is the hirer(s) responsibility to have obtained all required licences for the sale of alcohol and to ensure that sale or consumption of food and alcohol at the event is lawful and falls within applicable regulations and guidelines. It is the hirer(s) responsibility to ensure that each vendor using the venue during the hire period complies with current food hygiene regulations.
- 7.5 A proof of age scheme that is satisfactory to the chief officer of the police and the licensing authority must be in place and adhered to by traders selling alcohol.
- 7.6 All terms of the relevant licences must be kept. Only alcoholic beverages as agreed in the licence are to be offered. Alcohol must only be consumed on the premises (as per the licence). No glass drinking vessels are to be used on the premises (including inside and outside areas). It is the hirer(s) responsibility to ensure adequate supervision to enforce restrictions.

## **8. Gambling**

- 8.1 The hirer(s) shall not hold, or permit to be held, any sweepstakes, raffle or other lottery at the venue during the hire other than one which is permitted by the law and agreed in writing by the Council.

## **9. Performing Rights**

- 9.1 No copyright dramatic or musical work can be performed unless the licence of the owner of the copyright is produced to the Council before the hiring. The hirer(s) shall indemnify the Council against any infringement of copyright which may occur during the hiring.

## **10. Advertising**

- 10.1 It is the hirer(s) responsibility to advertise events for which they are using the venue.
- 10.2 The advertising of an event by illegal flyposting will result in the immediate withdrawal of permission to use the venue. Hirer(s) are advised that if this condition is contravened the Council will seek to recover the costs of removing any unauthorised material.

## **11. Amenities and Car Parking**

- 11.1 The Council may require the Hirer to provide, at their own expense, such temporary sanitary facilities as are deemed reasonable by the Council.
- 11.2 It is the hirer(s) responsibility to ensure that people attending the venue comply with the Council's conditions for car parking to ensure that such people park in a considerate manner without causing inconvenience to others.
- 11.3 No motorised vehicles are to be brought onto parks and open spaces venues without prior approval from the Council. Should permission be granted, a maximum speed limit of 5mph must be observed and pedestrians given right of way at all times. The responsibility for reinstating any damage caused by vehicles shall be the hirer(s)'s.

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## 12. Indemnity and Insurance

- 12.1 The Council is not responsible and will not accept responsibility for any loss, damage, injury or death howsoever and by whomsoever caused, whether to property or person(s) sustained by any person(s) at the venue.
- 12.2 The hirer(s) agree(s) to indemnify the Council against all claims, actions, demands, proceedings, damages, awards or costs in respect of loss, damage, death or personal injury occurring during the period of hire. The aforementioned indemnity must be covered by £5,000,000 Public Liability insurance. Proof of such must be provided on return of the booking form.
- 12.3 Failure to provide proof of insurance cover as required in these Terms and Conditions, at the time of signing the Booking Form, will lead to cancellation of the event.
- 12.4 The hirer(s) shall ensure that its contractors and agents are insured under the same insurance standard and requirements as outlined in these Terms and Conditions.

## 13. Damage to the Venue

- 13.1 It is the hirer(s) responsibility to protect the venue during a period of hire. The hirer(s) shall undertake to ensure (so far as is practicable) that no loss, damage, defacement or destruction is caused to any Council-owned equipment, materials, facilities or natural features. If any damage occurs or is sustained during a period of hire (other than damage or destruction which in the opinion of the Council could not reasonably have been prevented) the hirer(s) shall further undertake to reimburse the Council with any costs that might necessarily be incurred by the Council in the repair, replacement, cleaning or reinstatement required as a result of the actions of any persons attending or participating in the event. In particular but without prejudice to the foregoing:
- i) The hirer(s) shall ensure that no nails, screws, etc are driven into any part of the venue. No permanent fixing may be attached to the fabric of the building.
  - ii) The hirer(s) shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional decorative lighting in or on any parts of the venue without the prior written consent from the Council.
  - iii) All items of stock, display material or any item whatsoever used by the hirer(s) must be removed at the end of the hire period. The venue must be left in a clean and tidy condition (ie as found). All foodstuffs, litter and rubbish must be removed at the end of an event and placed in suitable litter receptacles. Staining to the floors and windows must be adequately cleaned. Additional charges at £40.00 per hour plus material costs will be applied and invoiced separately if the venue is left in an unsatisfactory condition.
  - iv) The hirer(s) shall not interfere with or make any alteration to the layout or arrangement of the venue without the prior consent of the Council. Any equipment used (subject to permission) must be returned to its original position.
  - v) The hirer(s) shall ensure that no alterations or additions to any electrical installations are made.
  - vi) Where applicable, the hirer(s) shall ensure that all venue keys are returned immediately after the hire period or the next working day (as agreed). The loss of any key will incur a penalty charge of £10 per key per day until the key is returned, or the full charge for fitting new locks.

## 14. Preservation of Order

- 14.1 The hirer(s), employees or helpers of the hirer(s) shall not permit any drunk and disorderly conduct to take place at the venue. No unlawful gaming shall take place at the venue and the distribution of cash prizes or any announcement thereof is strictly prohibited.
- 14.2 The hirer(s) shall ensure that sound levels from amplified music and noise from generators and other equipment are adequately controlled to prevent noise nuisance to resident occupiers in the vicinity of

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the site. Hirer(s) of events may be required to reimburse any reasonable costs incurred by the Council in responding to any complaints or at the Council's sole discretion in monitoring the event.

- 14.3 The hirer(s) shall ensure that the venue or any part thereof shall not be used for any illegal or immoral purpose or for conducting or allowing noisy, noxious or offensive activity or anything which may cause nuisance, annoyance or damage to the Council or the owners or occupiers of other property in the neighbourhood. In line with the Counter-Terrorism and Security Act 2015, Council property is not to be used for the purposes of promoting extremist views.

## **15. Emergencies**

- 15.1 Where appropriate, the hirer(s) shall inform Devon and Cornwall Constabulary, fire and ambulance services of the event. The hirer(s) shall undertake to comply with any instructions given by the duly authorised officers of the Council or of the fire, police or other statutory authorities, with whom the organiser shall liaise as necessary (according to the type of event) as to the arrangements to be made for or the conduct of the event.
- 15.2 A named person, either the hirer(s) or designated emergency contact, must be in attendance for the duration of the hire period, with a useable mobile telephone, the number for which must be the same as the number given on the booking form. This person shall be responsible for ensuring on behalf of the hirer(s) any instructions given by the Council (including Environmental Health Officers) and / or police, fire brigade or other statutory authorities that are complied with.

## **16. Cancellation by the Council**

- 16.1 In the event of an emergency or breach of conditions, the Council reserves the right to cancel any hire at any time without notice.
- 16.2 For any other cancellation by the Council, the Council will endeavour to give as much notice as possible; the minimum notice being one week (or less if an emergency). In such circumstances, the Council can accept no liability for loss incurred as a result of such cancellation but undertake to refund any payment made or would endeavour to rearrange any booking.
- 16.3 The Council reserves the right to censor and cancel without liability or loss incurred as a result of such censorship or cancellation any play, sketch, lecture or any other performance or event.

## **17. Cancellation by the Hirer(s)**

- 17.1 In the event of the hirer(s) wishing to cancel the booking, there will be a charge of 25% of the total hire charges (including any additional expenses incurred) if the cancellation is more than 6 weeks from the function date.
- 17.2 If less than 6 weeks' notice is given by the hirer(s), then the full hire charges will still apply.
- 17.3 In the event of a cancellation of a series of lets where under HMRC guidance VAT has not been paid, VAT will become payable on the entire invoice.

## **18. Right of Entry**

- 18.1 Authorised Council officers or elected Members shall be permitted entry to the venue at all times during the period of hire.
- 18.2 The Council reserves the right of entry to the venue at any time during the hiring for the Manager and other authorised employees or agents of the Council and Police Officers who shall have full power to enforce these Terms and Conditions and preserve peace and good order.
- 18.3 The Council reserves the right to fix a maximum limit to the number of persons attending the event.
- 18.4 The user shall not permit any animal into Council buildings (including the Tiverton Pannier Market), except for Assistance Dogs. The Council will consider requests for any other animals to be allowed at Council facilities on an individual basis.

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- 18.5 All dog handlers taking dogs onto Council parks and open space venues must comply with the relevant by-laws and park conditions, including keeping their dog under control and cleaning up after their dog. Failure to meet these conditions could result in a Fixed Penalty Notice (FPN) being issued to the dog handler.
- 18.6 The Council reserves the right to refuse admission of any person to the venue and to require any person to leave the venue upon request by an authorised employee or agent of the Council or Constable. Any hirer or vendor in breach of these terms and conditions will be stopped from trading and asked to leave the venue.

## **19. Compliance with Council's Requirements**

- 19.1 The hirer(s) shall be responsible for ensuring that these conditions of hire are complied with by all persons using the venue arising out of or in consequence of hiring. It is the hirer(s) responsibility to ensure that all vendors trading at the venue during hire period comply with all current legislation and that each vendor holds public liability insurance and any mandatory licences and certificates as required by MDDC or other bodies.
- 19.2 There may be other requirements determined by the nature of the event for which the venue is to be hired that are not already covered by these Terms and Conditions. The Council reserves the right to determine that all necessary requirements are met and adhered to prior to the event taking place.
- 19.3 The hirer(s) must comply with any requirement imposed by the Council in writing to prevent damage to the venue, disturbance to residents or for any other reason. This agreement may relate to more than one hiring. If this requirement is not observed under this clause, on the occasion of any other such hiring, the Council can review and if necessary refuse or cancel any hiring which has not yet taken place, without paying compensation to the hirer.

## **20. Exclusion Clause**

- 20.1 In addition to any matter or thing liability for which is excluded or restricted by any other condition, the Council is not responsible for:
- i) Any article brought onto or left in any part of the venue
  - ii) Theft, loss or damage to any vehicles parked in any car park provided.
- 20.2 The Council may remove and store or dispose of any property left by the hirer(s) at the venue after the hire period. The hirer(s) shall repay to the Council on demand the costs of such removal, storage or disposal of any property left by the hirer(s) at the venue. 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 it thinks fit any property left at the venue as a result of the hirer(s) not claiming within 28 calendar days. The proceeds of sale shall be the Council's.

## **21. Agreement as Contractual only**

- 21.1 No part of the contract between the Council and the hirer(s) shall create any right of property and the interest of the hirer(s) in the venue is a contractual licence only.

## **22. Variations to the Agreement**

- 22.1 The Council reserves the right to vary the conditions of the agreement between the Council and the hirer(s) at any time on seven calendar days' notice. Any variations so made shall be deemed to be incorporated into these conditions. The hirer may, within 7 calendar days of receipt of such notice, terminate this agreement.