



## CONDITIONS OF HIRE

### 1 DEFINITIONS

'Act of God' shall mean an event or series of events that are beyond the control of either party and includes weather patterns, or conditions that make the staging of the Event unsafe or untenable.

'Event' shall mean the Event and its description in paragraph 1 of the Open Space Events Application Form.

'Hirer' shall mean the person, company, association, partnership or group of companies that conduct and are responsible for the running of the Event.

'Site' shall mean the location disclosed in paragraph 1 of the Open Space Events Application Form.

'the Council' will mean Adur & Worthing Councils

'Works' include all building and construction and earth moving and other preparations that involve alterations of a Venue for the Event to be conducted safely.

### 2 GENERAL CONDITIONS

- 2.1 AWC reserves the right to refuse any application or cancel any bookings at any time, or to impose further reasonable obligations on a Hirer that are not stated within these Conditions. Any further obligations to be advised by the Council in writing. Failure by the Hirer to meet such obligations will be grounds for cancellation.
- 2.2 The Hirer acknowledges that it has answered truthfully and accurately to all pre-event questions raised by the Council and/or recorded the detail in the Open Space Events application form. In the event that post contract any circumstances change in that any question would now be answered differently, then the Hirer will immediately inform the Council in writing.
- 2.3 The Hirer shall be directly responsible for all acts or omissions of its employee's sub-contractors servants agents and visitors to the Event. Where the Hirer intends to uses a third party's equipment or third party subcontractor for its Events, the Hirer must not agree to any terms with a third party that conflicts with these Terms and Conditions.
- 2.4 The Hirer is responsible for the day to day running of the Event and will be responsible to the fullest extent possible for any breaches of the law or these Conditions by it, its employees and contractors, and for failures to manage crowds at an Event.
- 2.5 The Hirer shall remove any persons from an Event if deemed necessary to ensure public order at an Event. Such removal may include employees and sub-contractors of the Hirer.

- 2.6 The Hirer acknowledges that the Site is fit for the purpose of the Event and that it has inspected the Site fully to ensure the Site is suitable for the Event. The Council makes no representation as to the suitability of the Site for the Event. The Hirer may prior to the Event request that works be conducted to prepare the Site for the Event but the Council may in its absolute discretion approve or disapprove such a request. In no circumstances shall the Hirer conduct such Works without having received approval in writing and in advance of the Event.

### **3 HIRER'S RESPONSIBILITIES**

- 3.1 In consideration of the Council making the site available the Hirer shall pay the Hire Fee and conduct the Event in accordance with these Conditions and all liability issues shall be determined in accordance with these Conditions.
- 3.2 The conditions of hire set out below shall remain in force until such time that the hire period has been completed. Should the Hirer's representative cease to work or be employed by the Hirer before the hire period has been completed then the Hirer shall immediately advise the Council as such. The Hirer will immediately appoint a new representative and shall advise the Council who it shall be in writing, failure to do so shall be grounds for the Council cancelling the Event.

### **4 BOOKINGS**

- 4.1 All applications for the hire of a Site must be made in writing using the Council Open Space Events Application form and forwarded to the Council Offices (address supplied on form). The Council reserves the right to refuse any application. If the Council accepts the application, the person or persons signing the application form (who must be 18 years of age or over) shall be deemed to be the hirer as well as the Society, Association, Club or other body or organisation on whose behalf the application may be made and will be jointly and severally liable to the Council for the payment of the hiring fees and charges and for the strict observance of these Conditions of Hire.

### **5 HIRE FEE**

- 5.1 The Council shall determine the hire fee for use of the Site and facilities, which shall be made known to the Hirer on request or on the booking letter following acceptance of the application. The Council reserves the right to reasonably alter charges, without notice, up to the time of confirmation of the booking by the Hirer. All hire charges are reviewed annually and changes are implemented with effect from 1 April each year.

### **6 DEPOSIT**

- 6.1 Where requested by the Council a Event Deposit is to be paid at least seven days before the Event. The Deposit to be returned to the organiser after the Event subject to a deduction therefrom of any expenses incurred by the Council in respect of making good any damage to the Council's land or property caused by the Event or to pay for any services used during the event e.g. Power & water

### **7 PAYMENT**

- 7.1 Payment of all approved fees and charges due MUST be made prior to the date of the Event. The Hirer shall pay such approved fees and charges within fourteen days of the receipt of the Council's official invoice, or by the stated payment date. Non-payment of fees and charges due by the hirer seven days preceding the Event will render the hire of the Site subject to cancellation by the Council, at the Council's discretion.

## **8 CANCELLATION BY HIRER**

8.1 If a hire period is cancelled by the Hirer or organisation for any reason, other than an Act of God, the following rebates on the hiring fee will apply: -

- (a) For a cancellation within seven days or less before the hire period, 100% of the total hiring fee to be paid.
- (b) For a cancellation eight or more days before the hire period, no cancellation charge will be incurred.
- (c) Hirer to pay any costs directly incurred.

The above charge 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 hire period will be levied against the Hirer. Notification of cancellation to be made in writing and received by the Council prior to the booking date and within the periods specified above.

## **9 CANCELLATION BY ADUR & WORTHING COUNCILS**

9.1 The Council reserves the right to cancel any booked period or hire period and to end the hire period at any stage by notice in writing.

9.2 The hiring fee already paid in respect of any period cancelled or terminated under 9.1 above will be refunded.

9.3 The Council will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation or termination under 9.1 above.

9.4 The use of certain facilities during a hire period may be prohibited and/or varied by the Council at any time.

## **10 DAMAGE TO OR LOSS OF PROPERTY**

10.1 Unless caused by its own negligence the Council accepts no liability for damage to, or loss of any property or articles or things whatsoever, placed or left at each Site or any part thereof, by an organisation, or member of any organisation, or any individual attending an Event.

## **11 PROPERTY LEFT AT THE VENUE**

11.1 The Council may remove and store any property left by the Hirer or those persons who have attended an Event after the end of the hire period. If after receiving notice, the Hirer fails to collect the property within fourteen days, the Council may dispose of the property without further notice to the Hirer.

## **12 GROUND REINSTATEMENT**

12.1 The hirer shall pay the cost of any works of repair or reinstatement required as a result of unnecessary and avoidable damage to the ground resulting from the hiring. The hirer must report any such damage to the Council on the first working day following the hiring.

### **13    LAWFUL AND NECESSARY CONSENTS, POWERS, AUTHORITIES, AND CERTIFICATES**

13.1    In running the Event, the Hirer is to ensure that it has complied with all necessary notices, powers, authorities, consents, and certificates, to lawfully enter into and fully perform its obligations under this Agreement.

### **14    HIRER INDEMNITY**

14.1    The Hirer shall fully indemnify the Council against all liabilities all claims costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with any claim made against the Council by a third party for loss or damage suffered by that third party arising from the Hirer's Event, unless that loss or damage is caused by the negligence of the Council.

### **15    LIMITATION OF LIABILITY**

15.1    Nothing in this agreement shall limit or exclude a party's liability:

15.1.1   for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

15.1.2   for fraud or fraudulent misrepresentation;

15.1.3   for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); the Occupiers Liability Act 1957 or any other liability which cannot be limited or excluded by applicable law; or

15.2    Subject to the Indemnity give above, no party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:

15.2.1    loss of revenue or anticipated revenue;

15.2.2    loss of savings or anticipated savings;

15.2.3    loss of business opportunity;

15.2.4    loss of profits or anticipated profits;

15.2.5    wasted expenditure; or

15.2.6    any indirect or consequential losses.

15.3    The Hirer's maximum aggregate liability for any act or omission, liability in contract or tort (including negligence) whether or not through its subcontractors, employees, servants or agents, arising under or in connection with this agreement shall be limited to the sum for which it is insured for each claim or any one claim an any series of claims.

15.4    The hirer shall obtain a policy of insurance against third party risks/public liability to the value of minimum £5 million for minor events (small fetes, dog shows, village fairs

etc.) and £10 million for medium sized events to major events (bonfire/fireworks events, large audience concerts, funfairs and fair rides attractions etc.).

## **16 INSURANCE BY HIRER**

16.1 The Hirer must at its own expense take out the following insurances:-

- Employer's liability (where relevant) of not less than £5,000,000.00 (five million pounds);
- Public Liability and damage to property of not less than £5 million for minor events (small fetes, dog shows, village fairs etc.) and £10 million for medium sized events to major events (bonfire/fireworks events, large audience concerts and, funfairs and fair rides, attractions etc.);

Insurances must be taken out with a reputable insurance company and the Hirer is to provide a copy of the Insurance Certificate to the Council on request.

16.2 The Hirer is notified that unless clause 16.3 is exercised by the Hirer below the Council's insurance does not extend to property brought onto the venue in connection with the hire and in respect of fire, theft, loss personal injury or any other damage. The Hirer should make separate insurance arrangements in respect of such matters.

16.3 By special arrangement the Hirer can agree to take out insurance with the Council's own insurers. The premium required by the insurers is determined by the Council on receipt of the completed Open Space Events Application Form. This is not available for certain Events e.g. bands and certain other live music, bouncy castles and funfairs. The Hirer is required to tick the appropriate box on the Open Space Events Application Form if it would like to enquire about obtaining Council insurance.

16.4 The Hirer shall ensure that its contractors servants agents and visitors instructed in the Event are insured under the same insurance standards and requirements as outlined in this Agreement.

## **17 NOISE POLLUTION**

17.1 At any Event, amplified music shall end by 2300 hours or earlier if a Premises Licence dictates or is a condition imposed by the Council.

17.2 Amplified and/or live music is not permitted at private events on the Greensward site in Worthing.

### *Maximum Volume*

17.3 At all Sites the noise level must not cause a statutory noise nuisance. This would be assessed at the nearest noise sensitive premises.

17.4 All reasonable steps must be taken by the Hirer to mitigate the noise from all music, and to comply with noise limits. Hirers 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 of the Event. The Council may request the Hirer to submit a Noise Management Plan.

### *Equipment*

- 17.5 The Hirer is to ensure that all generators and associated equipment are fully serviced fitted with efficient silencers and sound proofed as necessary. Generators and associated equipment are sited as far as possible from houses.

### *Penalties*

- 17.6 Noise pollution is a serious issue and there are penalties under laws and Council by-laws for Hirer's who continue to cause nuisance. The Hirer shall provide a mobile telephone contact for the Council at all times when the Event is taking place. For larger Events the Hirer must advertise a contact number for public use to report excessive noise.

## **18 FIRST AID**

- 18.1 The Hirer is responsible for ensuring that appropriate First Aid cover is on hand at all times throughout an Event. The location of first aid services shall be made known to patrons of the Event by signage or by other appropriate means.  
[www.thepurpleguide.co.uk/](http://www.thepurpleguide.co.uk/)
- 18.2 In the Event of accident, incident and/or injury, the Hirer will at once take appropriate action.
- 18.3 A Hirer may be requested to provide specific Medical cover for larger Events; this must be provided by a recognised organisation.
- 18.4 All first aid treatments, incidents and emergencies must be recorded in accordance with Health and Safety legislation.

## **19 CD's, RECORDS AND PERFORMANCE – COPYRIGHT INFRINGEMENT**

- 19.1 The Hirer shall not play or permit to be played gramophone records, compact discs, radios or tape recorders at a venue or perform any work, which will infringe the rights of any third party in intellectual property.
- 19.2 The Hirer shall obtain beforehand all proper licences in respect of such broadcasts or performances. For further information contact The Performing Rights Society on (0800) 684828. [www.prsformusic.com](http://www.prsformusic.com)
- 19.3 Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified the Council.

## **20 ALCOHOLIC DRINKS**

- 20.1 The Hirer shall not sell or provide alcohol at the venue during the hire unless agreed by the Council in writing and where all necessary licences have been granted.  
[www.adur-worthing.gov.uk/licensing-and-permits/licensing-act-2003/temporary-events/](http://www.adur-worthing.gov.uk/licensing-and-permits/licensing-act-2003/temporary-events/)
- 20.2 It shall be the Hirer's sole responsibility to have obtained all required licences for the sale of alcohol and to ensure that any sale or consumption of alcohol at an Event is lawful and falls within applicable regulations and guidelines.

- 20.3 If the Hirer fails to meet its obligations under 18.1, the Hirer shall be solely responsible and will meet any penalty imposed by the Courts.
- 20.4 The Hirer shall ensure that no third party serves alcohol at the Event except with the express approval in writing from an Officer of the Council. Approval shall only be forthcoming if the Hirer has the third party sign these Conditions and only on furnishing documentary evidence of compliance with this condition 18.

## **21 FOOD AND BEVERAGES**

- 21.1 It shall be the Hirer's sole responsibility to comply with Food Hygiene legislation. [www.adur-worthing.gov.uk/licensing-and-permits/food/](http://www.adur-worthing.gov.uk/licensing-and-permits/food/)

Food stall holders **must** be registered with their Local Authority (unless they are trading as a one-off) and must have a Food Hygiene Rating of 3 or higher if they wish to trade at an event on council land.

- 21.2 Gas Appliances** - All engineers / businesses must be registered with the gas safe register. Gas safe engineers inspecting mobile gas appliances for events must be qualified to inspect mobile commercial catering appliances LPG, all have unique ID numbers which can be checked at <https://www.gassaferegister.co.uk/>

## **22 CHARITABLE COLLECTIONS**

- 22.1 The Hirer shall not hold, or permit to be held any charitable collection, other than one that has been agreed by the Council in writing and where all necessary permits have been granted.

## **23 SWEEPSTAKES, RAFFLES, LOTTERIES & OTHER GAMBLING**

- 23.1 The Hirer 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 law (and registered if the law requires) and agreed by the Council. [www.adur-worthing.gov.uk/licensing-and-permits/charity-collections-and-lotteries/](http://www.adur-worthing.gov.uk/licensing-and-permits/charity-collections-and-lotteries/)

## **24 ILLEGAL SALE OF GOODS & OFFERING OF PRIZES**

- 24.1 The Hirer shall be responsible for ensuring that the sale of goods or services (including prizes offered) is done in a lawful manner, and that the goods or services are themselves lawful.

- 24.2 The following is a list of some prohibited goods as designated by the Council:

- (a) The sale or gift of live animals, birds, fish and reptiles is prohibited.
- (b) The sale or gift of real or replica guns, knives and all other weapons are prohibited.
- (c) The sale or gift of illegal items is prohibited.

## **25 ANIMALS IN EVENT**

The Hirer is not permitted to bring animals to the Site, unless specific written permission has been granted by the Council in this respect.

## **26 ADVERTISING (NO FLY POSTING)**

- 26.1 Prior to the erection of signage for an Event, such rights must be negotiated with the owners of the property concerned. Signage must be reasonable and appropriate for

publicising the Event and shall not use offensive depictions, words, or graphics. An Officer of the Council may request removal of offending signage, and on request the signage shall be removed by the Hirer.

- 26.2 Fly posting on the highway and on Council property within Adur & Worthing Council's boundaries is illegal. Certain types of official Event directional signing via the RAC/AA may be accepted. For further details contact West Sussex County Council.
- 26.3 The Council will prosecute Hirers who fly-post. Should fly posting take place, the signage will be removed with a risk of legal action by the Council.

## **27 DUTY TO REMOVE RUBBISH**

- 27.1 Due to obligations under the Environmental Protection Act the Council must pursue all precautions to retain the Site in a litter free state. It is the responsibility of the Hirer to collect and remove rubbish from the Site at the end of the hire period. There is a particular problem with **cable ties** being left on Site or on street furniture, please remove all ties from the event site.
- 27.2 The Council reserves the right to levy an additional cleaning charge if the Site is not left in an acceptable condition and requires clearing or cleaning.

## **28 HEALTH AND SAFETY**

- 28.1 The Hirer to ensure compliance by it and all its Contractors and Agents with the Health and Safety at Work Act 1974 and any and all subsequent or subordinate regulations made under the Act, together with all duties within the Management of Health and Safety at Work Regulations 1999, Provision and Use of Work Equipment Regulations 1998 and the Workplace (Health, Safety and Welfare) Regulations 1992.
- 28.2 The Hirer shall submit the Risk Assessment Form with the Application. The findings of the Risk Assessment must be complied with.
- 28.3 **COVID-19**  
All event organisers need to assess and manage the risks of Covid-19; in particular you should consider the risks to staff, volunteers and visitors who will be attending your event. To help you decide which actions to take, and to ensure that you are keeping within current Covid-19 guidance, all event organisers will need to carry out an appropriate Covid-19 risk assessment and refer to Covid-19 compliance actions within event plans.

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19>  
<https://www.gov.uk/guidance/working-safely-during-covid-19/events-and-attractions#eventplanning>

The Events Industry Forum have issued a guidance document to support event organisers in the planning and delivery of outdoor events  
<https://www.eventsindustryforum.co.uk/>

## **29 TEMPORARY SERVICES**

- 29.1 To arrange services the Council requires at least four weeks' notice prior to the Event otherwise these provisions cannot be guaranteed.

Dependent on requirements it may be possible to provide the following services for which there will be an additional charge.



Beach House Grounds, Worthing	Electricity	No Water
Broadwater Green, Worthing	Electricity	Water
Pond Lane Recreation Ground, Worthing	Electricity	Water
Steyne Gardens, Worthing	Electricity	Water
Victoria Park, Worthing	Electricity	Water
Homefield Park, Worthing	Electricity	Water

29.2 Information regarding other Sites available on request.

- (a) All electrical supplies will be via a socket outlet to BS 4343 except where the demand warrants a direct connection.
- (b) A residual current device will protect all electrical supplies. Any out-of-hours attendance due to faulty equipment will be recharged to the Hirer.
- (c) It is the responsibility of the organiser(s) to satisfy themselves that all electrical equipment in use during an Event is safe and has been tested in accordance with and complies with the requirements of the Code of Practice for In-Service Inspection and Testing of Electrical Equipment as issued by the Institute of Electrical Engineers.
- (d) Any damage caused to the Councils equipment will be recharged to the hirer.

### **30 PUBLIC CONVENIENCES**

30.1 Additional temporary conveniences will be provided by the Hirer, at the Hirer's expense, when public conveniences are not on Site or of a sufficient number based on event good practice. It is the Hirers responsibility to ensure facilities are maintained and clean at all times throughout the duration of the Event.

### **31 OFFICIAL VEHICLES**

31.1 The hirer shall be responsible for the control of all motor vehicles on the Site throughout the period of hire (including set-up and de-rig times). Under no circumstances will the Council accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the Site. The hirer will be responsible for marshalling all vehicular movement and enforcing a maximum 5mph speed limit throughout the Site. The Hirer is responsible for ensuring that all gates remain locked to prevent unauthorised vehicular access. The Hirer is responsible for leaving the premises in a secure, safe and tidy condition upon vacating the site. Gates must be locked at the end of the hire period and all padlock keys issued returned immediately to the Council. The Council may at any time indicate that some or all of the vehicles may not be admitted on to the site should it appear that ground conditions are unsuitable.

### **32 CAR PARKING**

32.1 Charging for car parking on free Council car parks land is **not** allowed, and permission must be sought from the Council beforehand if you intend to charge a fee.

### **33 SUB CONTRACTORS OF THE HIRER**

33.1 The Hirer is wholly responsible for ensuring that any sub-contractor employed or engaged by the Hirer to provide a service at the Event has complied with all necessary notices, and powers, authority, consents, and certificates, to lawfully enter into, lawfully and fully perform its obligations under the sub-contract Agreement with

any sub-contractor and the Hirer is referred to the obligations under clause 13.1 of these Conditions of Hire.

This includes and is not exhaustive to Fair Operators, *Equipment & Rides*.

- 33.2 The Hirer to make available on request to the Council current copies of the Engineers Equipment Inspection Certificates (ADIPS or PIPPA) and daily equipment inspection for all equipment and machinery at any time or whilst on site.

#### *Inflatable Units*

- 33.4 Although popular, inflatable units, including bouncy castles and slides, can be extremely dangerous if operated incorrectly. All inflatable units must be operated in accordance with the Health and Safety Executive Guidance, available from <http://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>

Bouncy castles will not be insured by Adur & Worthing Council's, and any organiser wishing to have a bouncy castle at their event will need our permission. The Hirer is wholly responsible for obtaining the safety documents, risk assessment and insurance certificate from the company from where the bouncy castle is being hired which should be made available on request at any time or on site. Anyone using their own personal bouncy castle will have to provide their own insurance for the bouncy castle to be used at their event. **All inflatables must comply with BS EN 14960 (2013) and have annual examination by PIPA or ADIPS only. The inflatable must not be set up if wind conditions are at Beaufort Scale Force 5 (small trees branches start to sway).**

#### *Safety*

- 33.5 The Hirer shall ensure that operating practices and procedures as set out in the Health and Safety Executive's Code of Practice for Fairgrounds and Amusement Parks, Guidance on Safe Practice, are adopted as minimum operational standards. <http://www.hse.gov.uk/pubns/priced/hsg175.pdf>
- 33.6 Sufficient competent supervisory personnel to be provided to ensure the safety and control of participants and members of the general public.

#### *Location*

- 33.7 Inflatable units are permitted subject to approval in Worthing's Parks and to the western side only of the Plantation.
- 33.8 There is to be no more than two inflatable units on the Plantation area in West Worthing at any one time.

### **34 FIREWORKS**

- 34.1 Only professional operators or recognised bonfire and firework societies must carry out firework displays. The Hirer shall inform the West Sussex Fire Service and the Police and the Highway Authority (WSCC), of the fireworks display and shall undertake to meet all their requirements.
- 34.2 The event organiser should be familiar with the guidance from the HSE website <http://www.hse.gov.uk/explosives/fireworks/using.htm>
- 34.3 The Hirer shall be solely responsible for injuries to persons attending the Event caused by the display of fireworks.

- 34.4 The Hirer shall ensure that the fireworks display is at a safe distance from members of the public, and that this be maintained at all times throughout the display.
- 34.5 The Hirer shall ensure that there are sufficient stewards employed to control the Event and keep the Site secure. All stewards to be aware of the conditions of hire, health and safety and of any emergency or evacuation procedure in case of accident.
- 34.6 The Hirer shall submit to the Council a location plan showing the position of the display in relation to the rest of the Event.

**35 HELIUM BALLOONS & PAPER LANTERNS POWERED BY TEALIGHTS**

- 35.1 The release of helium balloons and paper lanterns powered by tea lights are not permitted on Council land as part of an event due to environmental concerns.

**36 SUSTAINABILITY**

The Hirer has a responsibility when organising an event to minimise the negative impacts and maximise the benefits to the environment, people and the local economy.

**37 FILMING & BROADCASTING**

No broadcast or television performance, either live or recorded, shall be made from the hired Site without prior consent. [www.adur-worthing.gov.uk/pr-enquiries/](http://www.adur-worthing.gov.uk/pr-enquiries/) Applications for such consent are to be made at least twenty eight (28) days before the date of the proposed recording or transmission.

**38 BREACH OF CONDITIONS**

- 38.1 The Hirer shall be responsible for ensuring that all the Conditions of Hire are complied with; by all persons using the Site arising out of or in consequence of hiring.
- 38.2 In the Event of the Hirer breaching any of the conditions of hire, the Council may at its own discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges, including cancelled future bookings.

I confirm agreement to the above terms and conditions.

Signed:\_\_\_\_\_

On behalf of:\_\_\_\_\_

Please Print Name:\_\_\_\_\_

Dated:\_\_\_\_\_

Event

Event Organiser

Location

Date