

Terms and Conditions for use of Burnley Borough Council Owned Venues and Land Including parks, open spaces and car parks

1 Definitions

- 1.1 "Conditions" means these Conditions and the Event Application Form which form the contract between the Council and the Hirer.
- 1.2 "Council" means Burnley Borough Council or its successors in title.
- 1.3 "Due Date" means 28 days prior to the date of the Event.
- 1.4 "Event" means the event described in the Event Application Form
- 1.5 "Hire Charge" means the charge payable by the Hirer for the hire of the Venue for the Hire Period for the Event.
- 1.6 "Hire Period" means the period during which the Venue is hired by the Hirer for the Event.
- 1.7 "Hirer" means the person, company or organisation booking the Event.
- 1.8 "Chief Operating Officer" means the Chief Operating Officer of the Council under which the Venue is managed or his or her authorised officer.
- 1.9 "Venue" means the location (building or land) booked for the Event including the immediate surrounding area open to the public.

2 Payment

- 2.1 Payment of the Hire Charge and any additional charges shall be made in full before the Due Date. If payment is not received before the Due Date the Council shall have the right to cancel the booking without notice.
- 2.2 The Hirer will be liable in addition for the full cost of any services that are provided by the Council including (but not limited to) electricity, water and marking of pitches.

3 Deposit

- 3.1 The Council may require the Hirer to pay a deposit on or before the Due Date ("the Deposit").
- 3.2 The Hirer shall be responsible for any damage or loss to the Venue [or loss of keys in respect of removable bollards etc] whether caused by the Hirer or a third party (other than the Council or its agent) during the Hire Period ("the Loss").

- 3.3 The Hirer acknowledges that the Deposit (or part of it) will be forfeited in the event of any Loss or retained as part payment towards any necessary making good.
- 3.4 The Hirer will be liable for the full costs (which may exceed the amount of the Deposit) of making good any Loss. The Hirer accepts that the Council may recover such costs from it as a debt due.

4 Refusal of Booking and Cancellation

- 4.1 The Council reserves the right to refuse any application for the hiring of a Venue without giving a reason.
- 4.2 The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any Deposit paid on cancelling a booking but shall not be liable under any circumstances for expense incurred or direct, indirect or consequential loss of any nature sustained by the Hirer as a result of the cancellation.
- 4.3 Cancellation of a booking by the Hirer must be in writing and the effective date of such cancellation will be the receipt of such information by the Chief Operating Officer.
- 4.4 On cancellation of the booking the Hirer shall be liable to the Council for the whole of the Hire Charge together with any additional expenses incurred by the Council.
- 4.5 If the Hirer fails to host the Event at the Venue during the Hire Period or fails to notify the Chief Operating Officer in writing of their cancellation shall forfeit any Deposit paid and shall be liable to the Council for the whole of the Hire Charge together with any additional expenses incurred by the Council.
- 4.6 Any amendments to the booking must be notified in writing to the Chief Operating Officer who reserves the right to cancel the booking or vary the Hire Charge as he or she considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 4.4 and 4.5 above.
- 4.7 The Council accepts no responsibility for the non-arrival by the Due Date of application forms, remittances or cancellations.

5 Emergencies

- 5.1 The Council reserves the right to cancel any booking if the Venue is affected by an emergency of any nature.
- 5.2 The Council will consider refunding part or all of the Hire Charge and any other charges paid. The amount of the refund (if any) shall be at the Council's sole and absolute discretion.

6 Use of the Venue

- 6.1 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the event. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are discharged.
- 6.2 Any litter and refuse generated by the Event shall be removed from the Venue by the Hirer.
- 6.3 The Hirer shall 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 whether forming part of the hire or not.
- 6.4 The property of the Hirer and the Hirer's agents must be removed at the end of the Hire Period or by a time and date to be agreed with the Chief Operating Officer. The Council accepts no responsibility for any property left on the Venue before, during or after the Hire Period.
- 6.5 If the Hirer fails to perform any of its obligations set out in Clauses 6.1, 6.2 or 6.3 above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer. The Hirer agrees to indemnify the Council to this effect.
- 6.6 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 6.7 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 6.8 The Hirer shall not remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.
- 6.9 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment provided by the Council is not moved and shall maintain the integrity of the closure.
- 6.10 The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 6.11 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 6.12 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.
- 6.13 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue.
- 6.14 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue.
- 6.15 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 6.16 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 published by the Health and Safety Executive, and all other statutory requirements.
- 6.17 The Hirer shall ensure that no noise nuisance is caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area.
- 6.18 The Event must cease at the time agreed at the previous site meeting and all clearing up operations must be completed by the time also agreed at the aforementioned meeting.
- 6.19 The Council reserve the right to require the Hirer to provide at its own expense temporary sanitary accommodation at such a level as is deemed appropriate by the Chief Operating Officer.
- 6.20 The Hirer must ensure that all users of the Venue have unrestricted access to any permanent public toilet facilities located within the Venue.
- 6.21 The sale or consumption of alcoholic drinks is strictly prohibited without the prior written consent of the Council.
- 6.22 The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are involved.
- 6.23 The Hirer will not permit the operation or release of any high flying object, including drones and fireworks, without the prior written consent of the Council, the Civil Aviation Authority and the Director of Manchester Airport and Director of Liverpool Airport.
- 6.24 It is the responsibility of the Hirer to liaise with the Chief Operating Officer and the relevant Police Officer regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Chief Operating Officer and the relevant Police Officer regarding traffic management.
- 6.25 The Hirer agrees that where the Venue is to be used during hours of darkness then it will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 6.26 The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the prior written consent of the Council.

6.27 The Hirer shall obtain written consent 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.

6.28 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 the prior written consent of the Council.

6.29 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 6.17. Any necessary licences must be obtained by the Hirer.

6.30 The Hirer shall repay to the Council on demand the cost, as certified by the Chief Operating Officer of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the Hire Period if related to or by reason of the hiring. The Council's valuation of any Loss is final.

7 Right of Entry

7.1 Authorised Council officers or Members of the Council shall be permitted entry to the Venue at all times during the Hire Period.

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

7.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

8 Assignment

The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred. The Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

9 Prohibition

The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking, e.g. catering, stalls, raffles and any other fund raising/income-earning activities without the prior written consent of the Council.

10 Broadcasting and Television

The Hirer shall not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the period of hire without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and the terms and Conditions of any agreements reached and to share any income and publicity derived therefrom.

11 Advertisements

11.1 No advertising material may be issued nor tickets sold until such time as a binding agreement to hire has been made on payment of the Hire Charge [and issue of a hiring permit.]

11.2 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a booking or series of bookings. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

12 Fly Posting

12.1 No advertising material is to be displayed anywhere on the Venue or elsewhere in the Borough of Burnley unless written permission from the Council and any relevant third party to do so has been received.

12.2 Any advertising material must conform to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992. It is the responsibility of the organiser to ensure that any advertising material is removed once the event has finished.

12.3 A deposit may be required as a security against the occurrence of fly posting which must be received by no later than the Due Date. The deposit will be forfeited either in whole or in part depending on the extent to which clauses 12.1 and 12.2 above are complied with; otherwise it will be refunded in full.

13 Permits and Licences

13.1 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 takes 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.

13.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.

13.3 Nothing shall be done by the Hirer that shall or may contravene the terms and Conditions of any licence (e.g. Temporary Events Notice), permit and/or licences or consent issued in respect of the Venue.

14 Health and Safety

The Hirer agrees to undertake a risk assessment prior to and if necessary during the Event and shall ensure that all participants and contractors comply with all relevant health and safety legislation and any other relevant guidelines at all times during the Event and while preparing and clearing the Venue for the Event.

15 Indemnity and Insurance

15.1 The Council shall not be liable for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the Venue.

15.2 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.

15.3 The Hirer shall indemnify the Council, its officers, contractors and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring of the venue in respect of:

15.3.1 any loss, theft, or damage of or to any property of any person not privy to the hiring agreement in or upon the premises, and

15.3.2 the death or injury howsoever or to whomsoever caused which shall occur while such person is in or upon the premises or any part thereof or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

15.4 The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks [including products liability where appropriate] for a minimum of £5 million (five million pounds) and produce evidence of such insurance.

15.5 The Hirer will 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 which the Hirer has instructed or authorised to appear at the event.

15.6 Failure to provide proof of insurance cover as required under clauses 15.4 and 15.5 prior to the Due Date will lead to cancellation of the booking.

16 Catering

All catering and licensing arrangements must be made through the Council and no Hirer may undertake their own catering in the Venue except with the prior written consent of the Council.

Or

16.1 All caterers at the event must comply fully with the requirements of the Food Safety act 1990 Food Hygiene [England] regulations 2013 Regulation [EC] no 852/2004 – Hygiene of Foodstuffs and any amendments thereto and comply with all instructions given by the Environmental Health Officer.

16.2 All caterers at the event should follow the CIEH National Guidance for Outdoor and Mobile Catering.

17 Traders

No commercial traders will be permitted to trade at the Event without the prior written consent of the Council.

18 Collections or 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.

19 Property not Removed

The Council may remove and store any property that is 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 as a result of the hiring not claimed within 28 days. The proceeds of sale shall belong to the Council.

20 Variations to Agreement

20.1 The Council reserves the right to vary the Conditions of the agreement between the Council and the Hirer at any time on 7 days' written notice. Any variations so made shall be deemed to be incorporated in these Conditions.

20.2 If the written notice referred to in clause 20.1 above is received by the Hirer after booking an Event and before the Hire Period commences the Hirer may, within 7 days of receipt of such notice, terminate this agreement. In these circumstances the Hirer will be entitled to a full refund of any Deposit and / or Hire Charge paid.

I have read and understood these Conditions and agree to be bound by them.

PRINT NAME:

Date:

Signature:

Please now email along with other documents to eventsafety@burnley.gov.uk

If you are unable to send material electronically and need to send the documentation hard copy, please send to:

Carly Glover (Parks Events)

Burnley Borough Council, Rossendale Road Offices
93 Rossendale Road, Burnley Lancashire BB11 5DD

David Lawrence (Other events on Council Land)

People and Development, Burnley Town Hall
Manchester Road, Burnley, Lancashire BB11 9SA