

LOOSE PARISH COUNCIL

STANDARD CONDITIONS FOR HIRE OF OPEN SPACES

1. Applications

All correspondence and applications for the Hire of Open Space must be made to the Parish Clerk who reserves the right to call for further particulars of the proposed Hiring.

2. Hirer

(a) Any applications submitted for a public event, will need to be advised to the MBC Community Partnerships Department with a view to providing them with a full 'Events Plan'. A copy of this plan is to be given to the Loose Parish Council before the hire is confirmed. If it is deemed that a plan is not required then the Clerk will inform the hirer.

N.B. At least 8 weeks notice before the event should be given.

(b) The Hirer must be over 18 years of age and shall be the person by whom the form of application for the Hiring is signed. Such person shall be responsible for the payment of all fees due in respect of the Hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and any special conditions that the Council may impose and on the part of the Hirer to be observed and performed.

3. User

- (a) No part of the Open Space is to be used for any purpose other than the purpose of the Hiring.
- (b) No part of the Open Space is to be used for any unlawful purpose or in any unlawful way.

4. Fees and Charges

- (a) The Hirer shall pay to the Council with, and in addition to, the scale charges appropriate to the Hiring, such amount by way of deposit as may be determined by the Council. In the event of damage occurring during the Hiring, this deposit, or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the Hirer in respect of the cost of making good any damage which occurs during the Hiring. Any balance not so applied will be returned to the Hirer.
- (b) The Council reserves the right to refuse access to the Open Space hired if the whole of the fees have not been paid or if these regulations have not been complied with.

5. Payment of charges

All charges must be paid in advance of the hire.

6. Supervision

- (a) During the Period of the Hiring the Hirer is to be responsible for:-
 - (aa) the efficient supervision of the Open Space including (without prejudice to the generality of the above):
 - (i) the effective control of children
 - (ii) the orderly and safe vacation of the Open Space in case of emergency
 - (ab) the safety of the Open Space
 - (ac) the preservation of good order and decency in the Open Space
- (b) The Hirer is to provide such number of competent stewards and attendants as may in the opinion of the Council be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons) present.

7. Expiration of Period of Hiring

At the expiration of the period of the Hiring the Hirer is to leave the Open Space in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above) the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer. *Please pay special attention to small items, e.g., nuts and bolts that could damage equipment such as lawn mowers.*

8. Agreement personal to Hirer

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

9. Damage to Council property

The Hirer is to take good care of and not cause any damage to be done to the Open Space or to any fittings, equipment or other property in the Open Space and save to the extent that the Council may be indemnified by insurance the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Open Space.

10. Injury to persons and loss of property

- (a) The Council will not be liable for the death of or injury to any person attending the Open Space for the purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the Council.
- (b) The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Open Space either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Council.
- (c) The Hirer will indemnify the Council against all such liabilities as are mentioned in this condition.

11. Public liability insurance

The Hirer is to have in force throughout the Period of the Hiring a policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer against third party risks for a sum of not less than **£5,000,000 (Five Million Pounds)** and at the request of the Council will produce to the Council not later than 21 days prior to the Period of the Hiring evidence of such policy.

12. Further exclusions of liability

- (a) The Council will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Open Space to be temporarily closed or the Hiring to be interrupted or cancelled.
- (b) The Council gives no warranty that the Open Space is legally or physically fit for any specific purpose.

13. Nuisance

The Hirer shall not do anything or suffer or permit any person attending the Open Space to do anything likely to cause annoyance or to be a nuisance to neighbouring occupiers.

14.Cancellation by Hirer

- (a) If the Hirer wishes to cancel the Hiring in whole or in part the Hirer must give to the Council notice to that effect.

15.Cancellation by Council

- (a) The Council may cancel the Hiring if the Open Space is rendered unusable by any such event as is mentioned in Condition 12(a).
- (b) If the Hiring is cancelled for any such reason as is mentioned in Condition 12(a) the Council will give to the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer.

16.Breach by the Hirer

Should the Hirer fail to observe and perform any of these conditions and any appeal conditions the Council reserves the right to:

- (a) Charge and recover from the Hirer any expenses incurred by the Council in remedying such failure including the employment of such agents as may be appropriate; and
- (b) Cancel the Hiring of the Open Space by the Hirer forthwith without incurring any liability to the Hirer for the return of any fee or otherwise.

17.Statutory requirements

The Hirer shall not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Open Space nor which would or might vitiate in whole or in part any insurance effected in respect of the Open Space.

18.Bylaws

These conditions of hire are without prejudice to any requirement contained in the Council's bylaws with respect to public open spaces.