



CONDITIONS FOR THE USE OF PARK SPACES AND ANY OTHER TOWN COUNCIL OWNED LAND

Policy Document

Document Author:	Mrs J Richardson (Town Clerk)	
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Document Control

1.1 Sign Off

Review, comment and final approval of this policy will be completed via full Hornsea Town Council meeting and an Audit trail of relevant approvals will be maintained.

1.2 Authorisation

Name	Title \ Role	Sign off date
Whoever on the full council actually signs off the document, In theory could be all 14 members.		

1.3 Quality Review

Name	Title \ Role	Sign off date
Whoever on the appropriate committee reviews this document		

1.4 Change History

Release	Date	Author	Description
V0.1	January 2020	Mrs J Richardson (Town Clerk)	Initial draft.
V0.2	18/02/2020	Mr P Malley (Councillor)	Amendments including putting onto template.
V0.3	19/02/2020	Mr P Malley (Councillor)	Amendments following review.
V0.4	28/02/2020	Mr P Malley (Councillor)	Correction of numbering issues.

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2. Introduction

These terms and conditions apply to those wishing to use council owned and managed land, in particular those wishing to hold an 'event' on such land.

Applications for the use of the Town Councils park spaces/land will only be considered if submitted by either:

- a. A Community Group
- b. A Charity
- c. A 'Not for profit' organisation

3. Policy

3.1. Application and Approval

3.1.1 In order for the Council to consider an application for approval, the user must complete and submit an application form and supply any supplementary Information as deemed necessary by the Council. This information must be supplied in writing.

3.1.2 The Council shall require as much supplementary information as they consider necessary to enable them to properly consider the application and further information may be sought from the user at any stage.

3.1.3 The Council shall be under no obligation to accept an application from a user.

3.1.4 The user will ensure that all information included in the application form at the time of making the application is correct and shall ensure that any subsequent changes during the period/event are communicated immediately to the Council.

3.2. User's Obligations

3.2.1 The user shall ensure that its supplier(s), employees or agents, at all times, exercise the rights and duties under the agreement in a proper and responsible way and ensure that the event proceeds smoothly and safely and does not interfere with other users of the site, neighbours or local traffic.

3.2.2 The user shall utilise the site in such a way as to allow for easy access and evacuation in the event of an emergency.

3.2.3 The user must confirm to the Council and supply evidence upon request that all supplier(s) are properly qualified to carry out the proposed activities in relation to the event.

3.2.4 The user will report any incidents, accidents or health and safety issues to the Town Council as soon as is reasonably practicable and complete Hornsea Town Council accident/incident forms as required.

3.2.5 The user shall not affix or install any equipment or infrastructure at the site unless permitted to do so by the Council. Any equipment or infrastructure used must be removed at the end of the period/event. The user shall ensure that its activities, infrastructure or equipment used, shall not cause damage to the ground, buildings, fences, furniture, plants or wildlife on the site. If damage occurs, the user will be liable to the Council for the full cost of any repairs or reinstatement works at the council's discretion. (See 3.6.6).

3.2.6 The user is not permitted to bring vehicles onto the site unless by prior consent of the Council. Where approval for vehicles to enter the site is given vehicles driven in the site must adhere to a maximum speed of 10 mph at all times

3.2.7 The user shall ensure that the whole construction process for their event, from concept to completion, complies with the law to ensure projects are carried out in a way that secures health and safety.

3.2.8 The user shall ensure that suitable visitor and traffic management arrangements are in place to protect members of the public and to minimise disruption to other users of the site, neighbours or local traffic.

3.2.9 The user is responsible for adequately securing the event and should not leave the site unattended during the period of use/event when any equipment or infrastructure is present on site.

3.2.10 The user shall not permit the public or any person to park any vehicles on the site during the period of use/event, without the prior consent of the Council.

3.2.11 The user shall not make any charge for entry to or exit from the site without the prior written consent of the Council

3.2.12 The user must not light any fires (to include but not limited to barbeques) on the site, without the prior written consent of the Council.

3.2.13 The user must not let off fireworks, pyrotechnics or any other explosive device at the site without the prior written consent of the Council.

3.2.14 The user must remove any equipment, infrastructure and rubbish from the site after the event and leave the site at the end of the period in the same condition as at the commencement of the period of use/event. Failure to comply could result in the user being charged for the costs of any reinstatement required.

3.3. Licensing, Environmental Health and Health and Safety

3.3.1 A licence is necessary for some forms of public entertainment. It is the responsibility of the user to ensure that the appropriate licence is obtained and provide it if required. If the event involves public performances and/or broadcast of musical works, the user will be responsible for applying for Performing Right Society (PRS) www.prs.co.uk and/or Phonographic Performance License (PPL) <http://www.ppluk.com> licences as required.

3.3.2 The user must not sell alcoholic drinks or carry out any other licensable activities unless authorised by the Council.

3.3.3 The user and its suppliers shall comply strictly with all current legislation relevant to the event including but not limited to, **the Food Safety Act 1990, the Food and Safety (General Food Hygiene) Regulations 1995, the Food Safety (Temperature Control) Regulations 1995, the Food Safety and Hygiene (England) Regulations 2013, the Food Information Regulations 2014,**

3.3.4 The user shall comply immediately with all requirements of the Town Council, local authority, the Chief Fire Officer or the Chief Constable.

3.3.5 The user shall obtain all necessary licences, consents or authorities required by any applicable health and safety legislation for any activity carried out on the site and comply with all such regulations and the user shall ensure that adequate measures are employed on the site to ensure the Health, Safety and Welfare of persons at work and any visitors to the site. This includes but not limited to **the Health and Safety at Work etc. Act 1974.**

3.3.6 The user shall provide adequate (risk-assessed) medical provision, including first aid cover dependant on the nature of the event and in line with current guidance and legislation including but not limited to **The Health and Safety, First-Aid Regulations 1981.**

3.3.7 The user shall be responsible for all security and labour relating to the event and for the conduct of all staff, agents, colleagues, contractors, sub-contractors and guests throughout the period of use/event and acknowledge that the Council is merely permitting the use of the site without the use of its manpower, equipment or resources.

3.3.8 Any electrical equipment used must be suitable for safe connection with an outdoor socket. Any electrical installations made at the site must comply with current British standards (to **include BS7909 (Temporary Electrical Installations) and BS 7671 (Requirements for Electrical Installations)**) and the law (**Electricity at Work Regulations 1989 and Provision and Use of Work Equipment Regulations 1998 (PAT Testing)**) and have a visible PAT Test certificate.

3.4. Termination and cancellation

3.4. The Council may terminate the agreement with immediate effect where the user and/or its Supplier(s):

- a. is in breach of its obligations under the agreement and, where the breach is capable of remedy, fails to remedy such breach;
- b. becomes incapable for any reason of efficiently performing as a competent and qualified user and/or supplier;
- c. acts in any way that is likely to bring the Council into disrepute or damage its reputation or interests.

3.5. General Conditions

3.5.1 For the purposes of **the Contracts (Rights of Third Parties) Act 1999** this agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

3.5.2 The user shall not use the site or the structure, or permit the site or the structure to be used, for any purpose other than for the purpose or purposes specified in the application.

3.5.3 The user must not use the site or the structure, or any part of thereof, for any illegal purpose or in any manner that may, in the Council's reasonable opinion, cause loss, damage, injury or legal nuisance to the Council or any other owner/ occupier of any neighbouring property or which may cause prejudice to the Council.

3.5.4 The user must not use the site and/or the structure for purposes whose nature or content could bring the name and reputation of the Council or its venues into disrepute.

3.5.5 Nudity is not permitted at any event by anyone attending the event.

3.5.6 The user and their staff, agents, contractors and others allowed on the site and/or structure by reason of its use shall leave the site and/or structure at the end of the period of use/event.

3.5.7 The user is responsible for the conduct of their staff, agents, colleagues, contractors, sub-contractors and guests throughout the period of use/event.

3.5.8 The release of sky lanterns from the site or from and other Council managed public spaces is not permitted and should not be initiated by the user or their guests in association with events held within the site.

3.5.9 The user, their staff, contractors and employees shall comply with all reasonable requests of the Authorised Officer during the period of use/event and during such other times as any of them shall be on the site. For the avoidance of doubt, an Authorised Officer is an officer authorised by the Council.

3.6. Liability, Indemnity and Insurance

3.6.1 The user shall be liable for, and will indemnify the Council against all damages, charges, costs, expenses payable by the Council in respect of legal actions and legal claims, including court proceedings, brought or made against the Council in respect of any loss, damage or personal injury arising in respect of any third party as a consequence of the negligence of the user, its staff or guests.

3.6.2 The user must arrange for Public Liability insurance to be obtained to cover the liabilities to a minimum value of £5 million (£5,000,000) for the duration of the period of use/event.

Written proof of this insurance shall be produced to the Council by the user prior to the commencement of the use/event. Failure to do so may, at the sole discretion of the Council, result in

the termination of the event. The Council will not be responsible for any costs or losses which are incurred by the user as a result of such termination.

3.6.3 The Council shall not be liable for any loss due to industrial action, breakdown of machinery, failure of supply of electricity, flood water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause any part of the site to be inaccessible or the period of use/event to be interrupted or cancelled.

3.6.4 Unless due to the negligence of the Council, the Council shall not be responsible for any loss or damage howsoever caused, to the user's property or the property of any of the user's guests, audience members, participants or contractors stored on site.

3.6.5 The user shall take good care of and shall not cause any damage or permit any damage to be done to the site or any part of and structure. For the avoidance of doubt this also includes any fixtures, fittings, furniture and equipment in any part of the site or structure during the period of use/event.

3.6.6 Any damage that is caused by the user, their staff, agents, contractors or any other person resorting to the site by reason of the use shall be made good by the Council and will be charged to the user. The cost of any damage shall be certified by the Authorised Officer whose decision shall be final.

3.6.7 Any unreasonable or unforeseen cleansing required post event will be recharged to the user. The cost of any such cleaning shall be certified by the Authorised Officer whose decision shall be final.

3.6.8 The user shall not cause or permit any fly bill posting or littering in connection with the Event.

3.7. Nuisance

3.7.1 The user shall not cause or permit any nuisance on or from the Site.

3.7.2 Any infringement of 3.7.1 may result in the event being closed down by the Council and complaints investigated. The user shall keep a log of any complaints made during the period of use/event and produce the log for inspection by any officer of the Council or any Police Officer.

3.7.3 The user shall sign to agree to comply with these Conditions of use. A copy of the signed agreement will be provided to the user and a copy kept for audit.

4. Error Resolution

If at any time we (Hornsea Town Council) are found to be in breach of the relevant rules, we shall endeavour to resolve the issue immediately.

5. Policy Controls

5.1 Policy Compliance

It is the responsibility of those wishing to use Hornsea Town Council land/parks to comply with this policy.

5.2 Policy Review Criteria

The following events may trigger a review of the policy;

- Changes to internal processes that affect this policy;

- Changes in regulation or legislation;
- A specific incident which necessitates a review of the policy;
- A specified review date being met.

5.3 Policy Review Period

The policy will be reviewed within 12 months of implementation unless an alternative review criteria has been met.

6. Appendix

Attach copy of application form template here.