

Stoke-on Trent City Council - Event Terms and Conditions

1	Definitions	
1.1	“Conditions”	Means these booking conditions which shall form part of the contract between the Council and the Hirer.
1.2	“Council”	Means Stoke-on-Trent City Council and includes its successors in title.
1.3	“Due Date”	Means 28 days prior to the date of the Event.
1.4	“Event”	Means the purpose for which the Venue has been booked
1.5	“Hirer”	Means the company or the representative of the organisation booking the Event who pays any fees due .
1.6	“Director”	Means the Director of the responsible City Council department or their duly authorised officer.
1.7	“Venue”	Means the location booked for the event [shown edged in red on attached plan] including the immediate surrounding area open to the public.

2	Payment	
2.1	Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received the Council shall have the right to cancel the booking immediately.	
2.2	The Hirer will be liable for the full costs of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc. Such costs are over and above the hire charge for the Event.	

3	Deposit and Reinstatement	
<p>A deposit may be requested and must be paid to the Council 28 days prior to the Event.</p> <p>Such deposit will be forfeited in the event of any damage or loss to the Venue or flyposting or loss of keys in respect of removable bollards etc. or held as part payment of any necessary making good or any other costs incurred by the Council..</p> <p>The Hirer will be liable for the full re-instatement costs of any damage, so should this exceed the deposit the Council will issue an invoice.</p> <p>The Hirer shall repay to the Council on demand the cost of reinstating, repairing, replacing or cleansing any part of the Venue or any property if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council’s valuation of any damage/loss is final</p>		

4	Refusal of Booking and Cancellation	
4.1	The Council reserves the right to refuse any application for the hiring of a Venue without any reason for such refusal.	
4.2	The Council reserves the right to cancel the hiring. However, the Council will repay any deposits paid on cancelling a hiring but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.	
4.3	Cancellation by the Hirer must be in writing.	
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	Substitution and amendments of the nature of the booking must be notified in writing to the Director who reserves the right either to cancel the booking or amend the hire fee as he/she considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 4.4	
4.6	The Council accepts no responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.	

5	Emergencies	
<p>The Council shall have the right to cancel any booking forthwith in the event that the Venue is affected by an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council’s sole discretion.</p>		

6	Use of the Venue	
6.1	The Hirer shall keep the Venue clean and tidy and shall ensure that enough lidden bins and/or skips are provided for the event and 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. Copies are available on request	
6.2	All litter and refuse generated by the Event shall be removed from the Venue by the Hirer.	
6.3	The Hirer must 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 period of hire or by a time and date to be agreed with the Director. 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 and 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.
6.6	The Hirer is responsible for the administration and organisation of the event. The City Council enforces strict health and safety regulations. The Council must receive a completed risk assessment and event plan that includes the event emergency plan and site plan from the Hirer. The Hirer must be responsible for completing a Health & Safety check list before the commencement of the event and abide. The Hirer must abide by the Regulated Reform Order 2005 for Fire http://www.staffordshirefire.gov.uk/764.asp . The Hirer must identify sufficient stewards and officials to fulfil these Conditions. Any alterations to the original application must be received by no later than 10 working days prior to the Event.
6.7	The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
6.8	The Hirer shall not be permitted to 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 unless prior written permission is sought from the Council to restrict access in the event area.
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 shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
6.18	The event must cease at 19:00 hours
6.19	The Council reserve the right to require the Hirer to provide at his own expense temporary sanitary accommodation.
6.20	The Hirer must obtain prior written consent from the Council and any necessary licenses to sell or consume alcohol at the event.
6.21	The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved.
6.22	The Hirer will not permit the operation or release of any high-flying object without the prior written consent of the Council, the Civil Aviation Authority and the Director of Manchester Airport.
6.23	It is the responsibility of the Hirer to liaise with the Council's Highways Section and the Staffordshire Police 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 Council and the Staffordshire Police regarding traffic management.
6.24	The Hirer agrees that where the Venue is to be used in the dark then he will provide appropriate lighting to cover all areas to which the public are admitted or have access.
6.25	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 written approval of the Council.
6.26	The Hirer shall obtain approval 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 barrier, so as to prevent access by members of the public.
6.27	The Hirer shall not bring, place or erect any unofficial signs, 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.

6.28	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.
6.29	Prior to the Event the Council will undertake a full inspection of the Venue. All on site arrangements must be agreed by the Council. The Council reserves the right to cancel or postpone the Event if it considers the Venue to be unsuitable for the Event on the grounds of health and safety.

7	Right of Entry
7.1	Authorised Council Officers or Members shall be permitted entry to the Venue at all times during the period of hire.
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 may 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 hiring or series of hiring. 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
No advertising material is to be displayed anywhere on the Venue or elsewhere in the City unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992 .	

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 may take 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	Indemnity and Insurance
14.1	The Council is not responsible and will not accept liability 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.
14.2	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.
14.3	The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer

14.4	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.
14.5	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 or caterer which the Hirer has instructed or authorised to appear at the event.
14.6	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 Event.

15 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- (even if you do your own catering you must comply with the legislative requirements detailed below)**

15.1	All caterers at the event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety & Hygiene (England) Regulations 2013 and associated legislation and any amendments thereto and comply with all instructions given by the Council. All caterers at the event should be registered with their local authority and have a food hygiene rating of 3 or above.
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16 Traders

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

17 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.

18 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 such property not claimed within 28 days and retain the proceeds of sale.

19 Variations to Agreement

The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on **7 days'** notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within **7 days** of receipt of such notice, terminate this agreement.

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

Sign	
Date	
Print Name	
Name of organisation or company	
Position with organisation or company	