



# **Lostwithiel Town Council**

## **Hire of Town Council Land**

**Policy on the Hire of Town Council Land  
Approved 5 June 2018 Minute 065/18**

## **Hiring Agreement**

Lostwithiel Town Council (the Council) owns and manages a number of grounds within Lostwithiel. The Council allows individuals and organisations to use Council owned land for public events for both commercial and charitable purposes. The Council will not usually accept bookings for private events.

Three areas of Council controlled land can be used for outside events, these are:

- King George V Playing Field
- Coulson Park
- The area of The Parade between the Co-op and the war memorial

All organisations wishing to hire Town Council land will need to comply with the Council's Policy on the Hire of Town Council Land which is specified in the hiring agreement set out below.

In the event that you have any questions or queries regarding the Hiring Agreement or the completion of the application form please do not hesitate to contact the Town Clerk on 01208 872323 or by email [clerk@lostwithieltowncouncil.gov.uk](mailto:clerk@lostwithieltowncouncil.gov.uk)

### **1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for:

- Safety from damage of any Council property associated with the hiring
- The behaviour of all persons using the property in relation to the Hirer's event whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway
- The Hirer shall make every effort to ensure that during the period of hire minimal nuisance is caused to local residents
- The Hirer shall make good or pay for any damage (including accidental damage) to the property

## **2. Use of Property the Hirer shall not:**

- Use the property for any purpose other than described in the Hiring Agreement
- Shall not sub-hire or use the property
- Allow the property to be used for any unlawful or unsuitable purpose
- In any unlawful way nor do anything or bring onto the property anything which may endanger the same or vitiate any insurance policies in respect thereof

## **3. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the property by the Local Authority, Licensing Authority, and the relevant Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment or which is attended by children. The Hirer shall take all necessary precautions to ensure the safety of all persons attending the event or using the property during the period of hire whether as officials' volunteers or members of the public. A Risk Assessment, covering the period of hire and all activities to be undertaken at the event, shall be completed by the Hirer prior to the period of hire.

## **4. Terms and conditions**

### **A. Definitions**

“Conditions” means these booking conditions which shall form part of the contract between the Council and the Hirer.

“Council” means the Lostwithiel Town Council and includes its successors in title.

“Due Date” means 28 days prior to the date of the Event.

“Event” means the purpose for which the Venue has been booked.

“Hirer” means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person.

“Venue” means the location booked for the event including the immediate surrounding area open to the public.

#### B. Payment

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.

#### C. Deposit

A deposit may be requested which would have to be paid to the Council 28 days prior to the Event which will be forfeited in the event of any damage or loss to the Venue or held as part payment of any necessary making good. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.

#### D. Refusal of Booking and Cancellation

- I. The Council reserves the right to withdraw permission to use the Venue. 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.
- II. Cancellation by the Hirer of a booking must be in writing and the effective date will be the receipt of such information by the Town Clerk.
- III. 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.
- IV. Hirers who do not take up their commitment for any reason or fail to notify the Town Clerk, in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.

- V. Substitution and amendments of the nature of the booking must be notified in writing to the Town Clerk 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 III and IV above.
- VI. The Council accepts no responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.

#### E. Emergencies

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.

#### F. Use of the Venue

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.
2. All litter and refuse generated by the Event shall be removed from the Venue by the Hirer.
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.
4. The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
5. If the Hirer fails to perform any of its obligations set out in Clauses 1-3, 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. The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
7. The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
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.
9. Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment is not moved and shall maintain the integrity of the closure.
10. The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.
11. The Hirer shall not excavate or drill pinning holes into the venue.
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.
13. The Hirer shall ensure that no vehicles are parked or driven across the Parade.
14. The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venues.
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.
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.

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.
18. For events which finish late evening, the clearing up period must not extend beyond 10 am the following day.
19. The Council reserve the right to require the Hirer to provide at his own expense temporary sanitary accommodation at a level deemed suitable by the Health and Safety's Executive's The Event Safety Guide, page 83 ([www.hse.gov.uk](http://www.hse.gov.uk)) If the Hirer wishes the opening hours of the Church Lane public toilet extended then a written request indicating the hours required should be submitted to Lostwithiel Town Council at least one calendar months in advance of the event.
20. The Hirer reserves the right not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved.
21. 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 Police.
22. It is the responsibility of the Hirer to liaise with Cornwall Council and the 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 Cornwall Council and the Police regarding traffic management.
23. 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.
24. 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.

25. 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.
26. 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.
27. The use of any public address system at the Event must be first agreed in writing by Cornwall Council and must be operated so as not to cause a noise nuisance in breach of clause number 17. Any necessary licences must be obtained by the Hirer.
28. The Hirer shall repay to the Council on demand the cost, 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 period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final.
29. Use of the Council's land is also subject to the prior agreement in writing from the Council about the layout and position of each event.
30. No admission charge can be made without prior written consent of the Council, though charges may be made to participate in activities included within any event. Collections for charitable purposes are allowed subject to the necessary consents, if applicable, having been obtained from Cornwall Council.

#### G. 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.

#### H. 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.

#### I. 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.

#### J. Advertisements

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

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.

#### K. Fly Posting

No advertising material is to be displayed anywhere on the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

#### L. Permits and Licences

- I. 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.

- II. When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- III. Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence (e.g. Public Entertainments Licence), permit and/or licences or consent issued in respect of the Venue.

#### M. Health and Safety

The Hirer agrees to undertake a risk assessment for the event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the event and while preparing and clearing the Venue for the event.

#### N. Indemnity and Insurance

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.

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.

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.

The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks [including products liability where appropriate] for a minimum of £10,000,000 (ten million pounds) and produce evidence of such insurance.

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.

Failure to provide proof of insurance cover as required prior to the Due Date will lead to cancellation of the Event.

#### O. Catering

- I. All caterers at the event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.
- II. All caterers at the event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).

#### P. Traders

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

#### Q. Collections or Lotteries

No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without Cornwall Council's written confirmation that they have been pre-notified of this intention.

#### R. 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 of which shall be the Council's.

#### S. 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.

### **5. No Rights**

The Hiring Agreement constitutes permission only to use the property and confers no tenancy or other right of occupation on the Hirer.

### **6. Assignment**

The Hirer shall not assign any element of this agreement, or sub contract its duties and obligations within this agreement.

### **7. Hire Refusal**

The Council reserves the right to refuse to hire any of its property to individuals, organisations or groups considered inappropriate or for any inappropriate use.

# Hire of Town Council Land Application Form

<b>A Premises</b>		
Title of Event		
Nature of Event		
Date of Event		
Event Location	Please Tick	
King George V Playing Field		
Coulson Park		
The Parade		
Number of People expected to attend the event		
Do you intend to charge the public an admission fee to the event	Yes	No
<b>B Applicant</b>		
Have you organised a public event before?	Yes	No
Your full name		
Title		
Position		
Your private address		

Daytime telephone	
Evening telephone	

### C Event

Will any of the following activities take place? (please tick all boxes that apply)

Sale/Supply of alcohol		Sports events	
Music and dancing		Plays/Performances	
Music entertainment only		Films	
Late night refreshments		Sale/Supply of food	
Any form of Gambling			

What are the proposed times for the event? Please state am or pm. (only use the last 2 columns if there is to be a break in the event)

Day	From	To		From	To
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					

Does the Premises License cover ALL of the activities you wish to hold? (A license is required from Cornwall Council for the sale by retail of alcohol for consumption on/off the premises, the supply of

Yes

No

alcohol, the provision of plays, films, indoor sporting events, boxing or wrestling, live music, recorded music, dancing or late night refreshment).N.B. If any proposed activity is not authorised by the Premises License you MUST contact Cornwall Council's Licensing Section as further applications will be needed.		
Please give a contact name and number of the person in charge who can be contacted on site during the event		
Contact Name		
Contact Number		
Please give details of consultations with the Police (if applicable)		
Please provide annotated maps of the proposed use of the site		
Please provide details of any temporary structures or vehicles that will be on the site(s)		
Please attach your deposit cheque calculated from the fee tables below.		

1. When setting fees, the Council distinguishes between events primarily for a commercial purpose and those organised for or on behalf of a charity.

2. **For Commercial activities the fees per 24-hour period are:**

Area	Less than 2500 m <sup>2</sup>	More than 2500 m <sup>2</sup>
<b>King George V Playing Field</b>	£200	£400
<b>Coulson Park</b>	£200	£400
<b>The Parade</b>	£100	N/A

Events of 5 days or more will qualify for a 10% discount.

**3. For charitable activities the fees per 24-hour period are:**

Area	Less than 2500 m <sup>2</sup>	More than 2500 m <sup>2</sup>
King George V Playing Field	£100	£200
Coulson Park	£100	£200
The Parade	£50	N/A

Events of 5 days or more will qualify for a 20% discount.

4. Council owned land may also be used for sports events, notably football. In this case where matches are for adults and part of a formally constituted sports body a charge of £20.00 will be made per match on the King George V playing field. Junior teams of a formally constituted sports body are not charged.
5. The Council does not issue hire charges for Town Events. A Town Event is an event which is:
- a) Run by a charity or not for profit organisation based in Lostwithiel; and
  - b) Run for the benefit of the residents of Lostwithiel and/or its primary purpose is to attract visitors to Lostwithiel and
  - c) An event which has been running in Lostwithiel for at least three consecutive years and
  - d) Approved as a Town Event by the Council at its absolute discretion

A list of events currently deemed to be Town Events are listed in Annex 1. The Council may remove the designation of an event as a Town Event at any time and at its absolute discretion.

Those wishing to apply to have their event designated as a Town Event should write to the Town Clerk explaining how the proposed event meets the relevant criteria.



**Declaration and Indemnity**

I hereby agree to the conditions to which the hiring of Town Council Land is granted. I declare that our club/organisation is insured against third party risks and has obtained all relevant licenses.

Signature.....

Print Name.....

Position.....

Club/Organisation.....

Date.....

## Annex 1 - Town Events

Dickensian Evening  
Lostfest

Lostwithiel Carnival Week  
Sing Along the River