



Lostwithiel Town Council

Hire of Town Council Land

**Policy on the Hire of Town Council Land
Approved 11 November 2025 Minute 208/25**

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. There will no charge to Lostwithiel Rotary for the annual Carnival week but they will ensure all documents i.e., insurance and risk assessments are provided 28 days in advance of the event and will be asked to provide a £200 deposit.

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

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 following are not permitted:-

- Overnight stays/camping
- Fun Fairs
- Political rallies, demonstrations or similar
- Ball games, other than in designated areas
- The release of sky lanterns or balloons
- Swimming in the river
- Metal detecting or excavation of land, unless part of a programme of historical or archaeological research
- Dogs in the play areas, on the King George V playing field, in the multi-use games area or skate park

(This is not an exhaustive list.)

The Hirer shall not:-

- Use the property for any purpose other than described in the Hiring Agreement and shall not sub-hire **or use the property for any purpose other than stated on the Booking Form**
- 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.

Emergency access routes are to be kept clear at all times.

Any injury or accident involving injury to any member of the public or attendee at the event is reported to the Town Clerk and the relevant sections in the Town Council's Accident Book are completed.

A written Risk Assessment, covering the period of hire and all activities to be undertaken at the event, shall be completed by the Hirer and this and a copy of the public liability insurance for the event shall be forwarded to the Town Council office 28 days prior to the period of hire. Failure to provide the documents will result in the booking being cancelled.

4. Process

The Town Clerk will assess each application on its merit and will charge accordingly. The Town Clerk has the right to bring any application to council for direction should an application fall out of the conditions/guidance set in this policy.

5. Right of Entry

- 5.1 Authorised Town Council Officers shall be permitted free and uninterrupted entry to the Venue at all times during the Period of Hire.
- 5.2 The Town Council reserves the right to terminate the hiring forthwith upon discovering any breach of the Conditions by the Hirer or upon refusal to observe its reasonable instructions. In such an event no reduction in the hiring charge will be made and no compensation shall be payable by the Town Council.
- 5.3 The Town Council reserves the right to refuse admission to or evict any person from the Venue.
- 5.4 The Town Council reserves the right to fix a maximum limit for the number of persons attending the Event.

6. Legislation

The hirer shall comply and observe with the terms, conditions and requirements of any Act of Parliament, Statutory, Instrument or Regulation under which the land may be used and shall not do or permit to be done ,or permitted in or about the land anything which would be a breach of any such Act of Parliament, Statutory Instrument or Regulation.

7. Copyright

The Hirer shall not use the Venue or any part thereof for the delivery in public of any matter in which copyright exists without the consent of the owner of the said copyright, nor in any other manner infringe any subsisting copyright. In this respect the Hirer shall be responsible for obtaining such licences/consents as are necessary from both the Performing Rights Society and Phonographic Performance Limited and shall indemnify the Town Council against any actions, claims or demands in respect of any breach or non-observance of any copyright matter arising from or in connection with the hiring

8. 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/Town Clerk 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 they 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 of £200 is required 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 including the removal of rubbish. 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. The Council reserves the right to withdraw permission to use the venue, in the event of adverse weather conditions making the land unsuitable for hire. In the event of this happening an alternative date will be offered to the hirer at no additional expense or the Council will repay any fees paid but shall be under no liability for expense incurred or loss sustained by 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 within 28 days of the event 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 they consider 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.
- VII. The Hirer must ensure that no inducements are offered to any Town Council staff in accordance with the Bribery Act 2010 or Local Government Act 1972 Section 117(2) or any further or subsequent legislation

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. Hirers must provide adequate waste disposal and recycling facilities. Single use plastics are prohibited and hirers should promote the use of reusable or biodegradable materials.
- 2. 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 and any subsequent legislation are discharged.

3. All litter and refuse generated by the Event shall be removed from the Venue by the Hirer within 48 hours of the end of the event.
4. 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.
5. All equipment must be removed from the land by the end of the expiry of the period of use. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
6. The Council may charge for each day over the permitted period of use the hirer occupies the land as well as any expenses incurred restoring the land to its condition prior to the period of use
7. The hirer shall ensure that no vehicles whatsoever are permitted to enter or remain upon the land without prior written approval from the Council.
8. 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.
9. The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
10. The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
11. 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.
12. 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.

13. The Hirer shall not interfere with or attach anything to any trees or item of street furniture or parks furniture.
14. The Hirer shall not excavate or drill pinning holes into the venue (Tent pegs are permitted).
15. 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.
16. The Hirer shall ensure that no vehicles are parked or driven across the Parade or King George V playing field without prior written agreement from Town Council or Clerk.
17. Access to the land for the general public must not be restricted in any way unless by written consent of the Council.
18. 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.
19. 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.
20. Equipment/vehicles shall not be taken on to the land earlier than the commencement of the period of use without prior written permission from the Town Council and must be removed from the land by the end of the expiry of the agreed period of use.
21. For events which finish late evening, the clearing up period must not extend beyond 24 hours after the end of the event.
22. The Council reserve the right to require the Hirer to provide at their own expense adequate 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) or any subsequent HSE publication. 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 month in advance of the event.
23. The Hirer does not allow at the event any exhibition, performance or entertainment in which animals are or might be involved.

24. The Hirer shall not use or provide live animals, or fish, as prizes or gifts as a part of their event.
25. Pyrotechnics (including fireworks, stunt performances etc.) and open fires will not be permitted at any event without prior written permission of the Town Council. This permission will only be considered following a detailed risk assessment being provided by the event organiser, at least six weeks prior to the date of the event.
26. 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.
27. Unmanned aerial vehicles (UAV) are not to be used at any venue without the express written consent of the Council
28. 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.
29. The Hirer agrees that where the Venue is to be used in the dark then they will provide appropriate lighting to cover all areas to which the public are admitted or have access.
30. 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.
31. 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, have been checked and inspected and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
32. 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.
33. 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 19. Any necessary licences must be obtained by the Hirer.

34. 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.
35. 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.
36. The area to the rear of the Army Cadets buildings is not owned by Lostwithiel Town Council. Persons/organisations wishing to use this area must obtain and provide to the Council a copy of their written consent from Cornwall Army Cadets to use this area.
37. Admission charges cannot 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.
38. Hirer must ensure that adequate access is provided for everyone i.e. mobility scooters and prams

G. Assignment

The only use of the land is that stated in the Booking Form. 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. The Council acknowledges that individuals may choose to capture the event on their mobile phones.

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 or subsequent legislation.

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.
- IV. Hirers must comply with the following as a minimum: -
 - Health & Safety at Work Act 1974
 - Environmental Protection Act 1990
 - Food Safety Act 1990
 - Licensing Act 2003
 - and any subsequent amendments

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. A copy of the risk assessment is to be provided to the Council 28 days prior to the event.

N. Indemnity and Insurance

The Hirer shall indemnify and keep indemnified:-

The Town Council for any damage (including accidental or malicious damage) done during the hire period to the land. The cost of such damage shall be certified by the Town Clerk, whose decision shall be final.

All claims, losses, damages and costs made against or incurred by the Town Council, its employees, agents or invitees in respect of damage or loss of property or injury to persons arising out of the Hirers use of the land or of any equipment provided by the Town Council for the Hirers use.

The use of any equipment provided by the Town Council is at the risk of the hirer and the Town Council will accept no liability or responsibility for it unless any damage to it is caused solely by the negligence of the Town Council or its employee

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. All copies to be provided at least 28 days prior to 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 and Hygiene Regulations 2013 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.
- II. The Food Standards Agency provide detailed guidance on the requirements of food hygiene legislation (www.food.gov.uk) which will need to be followed advice for one off small events can be found: <https://www.food.gov.uk/print/pdf/node/1087>

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.

T. Terrorism

All Hirers will be expected to comply with the Terrorism (Protection of Premises) Act 2025 legislation.

U. No Rights

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

V. Assignment

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

W. 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.

X. Fees

The fees per 24-hour period are:

Area	Less than 2500 m²	More than 2500 m²
King George V Playing Field	£200	£400
Coulson Park	£200	£400
The Parade	£100	N/A

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

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.

Hire of Town Council Land Application Form

A Premises	
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 Applicant		
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 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.	Yes	No
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.	
Parade Hire Please confirm in the box provided that if your application is to hire the Parade area you will ensure barriers are in place in front of both sets of steps which access the river for the duration of the event.	Yes No

The fees per 24-hour period are:

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

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

Data Protection

Part or all of the information you supply to us will be held either on the computer or in hardcopy. This information is used for the administration of grant applications. Copies of this information will be given to councillors to enable them to consider and assess the application. You have the right to view information we hold on you and to have any errors or inaccuracies corrected.

Privacy Notice – The Town Council’s full privacy notice can be found on the Town Council website: -

https://www.lostwithieltowncouncil.gov.uk/data/uploads/1078_1242440435.pdf

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. I confirm that if this application is for Hire of the Parade the event organisers accept responsibility to ensure barriers are in place in front of both sets of river steps for the duration of the event

Signature.....

Print Name.....

Position.....

Club/Organisation.....

Date.....