

## Terms and conditions of hire of park or recreation ground within Kirklees Council

### 1. Definitions and Interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

“Agreement”	means these terms and conditions of agreement;
“Applicant”	means a person or entity applying to hire part of the Premises;
“Authorised Officer”	means the Council's authorised representative;
“Business Day”	means any day the Council's Civic Centre III offices are open which at a minimum excludes Saturday, Sunday or a Bank Holiday; and ‘Bank Holiday’ means any day designated a Bank Holiday by the Banking and Financial Dealings Act 1971 or by Royal Proclamation;
“Council”	means Kirklees Streetscene and Housing, Flint Street, Fartown HD1 6LG
“Event” form;	means the event to be held at the site as specified in the booking form;
“Hirer”	means the person or entity hiring Premises under the terms of this agreement
“Intellectual Property”	means any and all of the following items, whether or not registered, applications for the following items (where registrable) and the right to apply for the following items (where registrable):  (a) Patents; and  (b) Copyright, moral rights, performance rights, design right, registered designs, right in respect of confidential information, unfair competition rights, and similar rights in any country of the world.  ‘Patents’ means patents and patent applications, including any continuations in part, extensions, reissues and divisions, and any patents, supplementary protection certificates and similar rights that are based on or derive priority from the foregoing in any country of the world;
“Party or Parties”	means the Council and the Hirer;
“Site”	means the Council's outdoor site;
“Property”	means property belonging to the Hirer and to those who have explicit or implicit authority from the Hirer to enter the Venue;
“Hire Period” and acceptance	means the period of hire detailed in the confirmation of booking

application issued by the Council;

“Hire”	means any use of the Site and/or Venue as a result of this Agreement.
“Hire Fee”	means the full charge made by the Council in relation to the Hire of the Site
“Venue”	means such area of the site hired by the Hirer under this Agreement and where the context permits includes any ancillary areas of the Site that the Hirer is permitted to use.

1.2 In this Agreement, unless the context or relevant clause otherwise requires:

- The expressions “Council” and “Hirer” shall include their respective successors, personal representatives, employees and permitted sub-contractors and assigns;
- Reference to any Order, Regulation or Statute whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it;
- Words importing to any gender shall include all genders and the singular includes the plural and vice versa;
- Reference to clauses shall be construed as reference to clauses of this Agreement;
- Clause headings are included for ease of reference and shall not affect the interpretation or construction of this Agreement;
- In this Agreement a period of time expressed as a number of days shall be computed as clear days, which means the day on which the period begins shall not be included.
- Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of the right or remedy.

## 2. Agreement

The Hirer agrees on signature and return of this Booking Form, to Streetscene and Housing Services, to be bound by these conditions and any special conditions for the hire of outdoor facilities. This is a legally binding Agreement and if the Hirer is in any doubt as to the conditions herein contained then independent legal advice should be sought.

## 3. Application Conditions

By signing and returning this form, the Hirer agrees to be bound by these conditions and any special conditions attached. This is a legally binding Agreement and if the Hirer is in any doubt as to the “Terms and Conditions” herein contained then it should seek Independent legal advice.

- All applications must be submitted in writing on the appropriate booking form and sent to the Booking Section of Streetscene and Housing Services.
- The Council reserves the right to refuse any application.
- The Hirer must state clearly and fully on the booking form the precise purpose for which the site is required. Any deviation from this may result in the permission being denied or removed.
- No legally enforceable contract comes into being until the application to hire Premises has been accepted by the Council in writing. Therefore the Applicant is advised not to make any advertisement regarding any function it proposes to hold on the Premises until the Applicant has received written acceptance from the Council.
- Event Applications will not be accepted from persons under the age of eighteen years and for bonfire and fireworks events, you must be Twenty one years or over.
- An appropriate Insurance Certificate must be produced at least 21 days prior to the event, unless you notify the Council otherwise.
- At least 21 days prior to the commencement of the Hire Period the Hirer shall submit to the

Council any additional hiring charges (bond) if required.

- At least 1 days prior to the commencement of the Hire Period the Hirer shall submit to the Council the Specified Documents (Schedule 1) and Additional Information (Schedule 3), unless the Council is notified otherwise.
- Prior to public admission to the Event the Hirer shall submit to the Council the required paperwork. (Schedule 2).
- If the Hirer fails to adhere to the above, then on the expiry of 7 days (or a notice taking immediate effect where the Safety Certificates have not been produced) after notice has been served upon the Hirer specifying the breach, the Council may cancel this Agreement without liability for any losses sustained by the Hirer as a consequence.

#### **4. Intellectual Property Rights**

- The Hirer shall ensure that the Hire shall not infringe any Intellectual Property Right or cause any Intellectual Property Right to be infringed wither by act or omission.
- If the Hire involves the use of copyrighted material it will be the responsibility of the Hirer to obtain the consent of the owner of the relevant copyright or and to pay all fees or royalties which may be payable in respect of the copyright. Further to this regarding musical work the Hirer shall comply with all terms of such consent and produce evidence of such consent to the Authorised Officer on request.
- The Hirer must supply to the Council for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 Business Days before the Hire Period and must provide such evidence as the Council may reasonably require of compliance with this Condition.

#### **5. Broadcasting and Filming**

- The Hirer is not to grant broadcasting or filming rights without the prior consent of the Council but cameras may be brought into and used at the Venue for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned to others in attendance.

#### **6. Film Exhibition**

- The Hirer is not to use or permit the use of any part of the Venue for the purposes of a film exhibition.

#### **7. Deposits and Charges**

- Whenever applicable the Council must collect payment for goods and services provided, at the point of order. In order to reduce costs and avoid arrears and bad debts the Council require full payment of the Hire Fee at least 14 days prior to the event taking place. If the Hire Fee is not paid then the Council reserves the right to cancel the booking.
- The Hirer will pay the Deposit for its use of the Venue during the Hire Period, which must accompany the Booking Form.
- The Council may request the full Hire Fee to accompany the Booking Form. In such case the application will not be accepted until the payment has been received.
- All cheques and postal orders must be made payable to "**Kirklees Council**".
- The Hire Fee does not include the hire of any equipment or services in any Premises, unless otherwise agreed in advance by both Parties. This includes electric supplies, water, access to buildings and other similar provision.
- The Hirer may, at the Council's discretion, be required to pay a Bond. The amount of

the Bond will be determined by the Council and will be notified to Hirer upon confirmation of the Council's acceptance of their application following submission of their Booking Form prior to the commencement of the Hire Period. Failure to pay the Bond, together with the Hire Fee, may result in the cancellation of the Venue Hire.

- The Council shall be entitled to deduct the cost of any repairs or additional charges incurred by the Council for which the Hirer is liable from the Bond. Any outstanding balance will be refunded to the Hirer.
- All amounts due under this Agreement shall be paid by the Hirer to the Council in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding permitted elsewhere under this Agreement or any deduction or withholding of tax as required by law).

#### **8. Condition of Grounds – Damage and Decorations for Service Users/Hirer**

- Fly posting is illegal under section 224 of the Town and Country Planning Act 1990 and regulation 27 of the Advertisement 5 regulations 1992. It is an offence punishable by a fine.
- The Council reserves the right to remove any poster, emblems or decoration visible at the site which in the opinion of the Council's Authorised Officer is considered to be unsuitable.

The Hirer agrees:

- To keep and maintain the Site in a clean and tidy condition and to remove from it at least daily all rubbish and under no circumstances allow rubbish to be burnt on or near the Site.
- To keep the Site properly and sufficiently lit for the purpose of the Event.
- To conduct the Event in an orderly, safe and proper manner.
- To provide all necessary equipment for the event and related activities.
- To provide proper adequate and hygienic sanitary conveniences on the Site for the Services User/Hirer's staff and the public. This shall accommodate both sexes and people with disabilities to the entire satisfaction of the Council.
- To observe all statutory and other provisions bylaws and regulations for the time being in force and applicable to the Site and any activities done by the Hirer upon it.
- To observe all reasonable instructions by the Council in relation to the operation of the Event and any particular ride machine or apparatus and in particular to adhere to an instruction to cease the use of any ride, machinery or apparatus if it is deemed dangerous or unsatisfactory.
- To appoint a Site Manager and inform the Council of his or her identity.
- To comply at all times with the Operators Requirements (Schedule 4).
- To comply at all times with the Electrical Requirements (Schedule 5).
- To comply at all times with the Emergency Requirements Procedures (Schedule 6).
- To comply at all times with the General Requirements (Schedule 7).
- To comply at all times with the Special Conditions of Letting Outdoor Facilities stated on the Booking Form.
- Where applicable to comply with all recommendations made by the Safety Advisory Group.

#### **9. Supervision of Premises and Right of Entry**

- The Hirer shall at all times be responsible for the preservation of good order during the event.
- The Council reserve to themselves the right of entry, at all times to the site/venue.

#### **10. Cancellations**

The Council reserves the right to cancel any booking at any time without payment of any compensation if:

- The booking form including any Specified Documents to support the application contains any omission from or false or misleading statements.
- It should be found that the hiring is likely to prove of any objectionable or undesirable nature of if the site/venue hired or used for any purposes it has not approved.
- The Hirer contravenes any of the General Conditions of Letting Outdoor Facilities.
- The grounds conditions at the site, due to weather, are not acceptable following an inspection carried out by the Council.
- If the Hirer has not complied with all recommendations made by the Safety Advisory Group.
- If Specified Documents (Schedule 1) have not been submitted on time 21 days prior to the commencement of the Event.
- In the Event of the Site or any part of it being required by the Council for any other purpose (of which requirements a statement under the hand of the Council Authorised Officer for the time being of the Council shall be final and binding) the Council may cancel and revoke this Agreement as regards any or all of its terms by serving notice on the Hirer not later than 4 weeks before the commencement of the Event.
- In the event of this Agreement being cancelled in accordance with Clause 10, the Council shall not be held liable to the Hirer for any damages or loss sustained as a result of or in any way arising out of the cancellation other than for the return of such part of the Hire Fee as shall have been paid by the Hirer, together with any Deposit or Bond previously paid.

#### **11. Stewarding**

- For all events a sufficient number of competent Stewards must be provided by the organiser.

#### **12. Loss Damage or Injury**

- The Hirer shall indemnify the Council, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hire in respect of:
  - i) Any loss, theft, or damage of or to any property of any person not privy to this Agreement in or upon the site, and
  - ii) the death or injury howsoever or by whomsoever caused of or to any person which shall occur whilst such person is in or upon the Site or any part thereof or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.
- Under no circumstances will the Council make good or accept responsibility or liability in respect of any loss, theft or damage howsoever or by whomsoever caused or any goods or property whatsoever of the Hirer in or upon the site or deposited with any officer or servant of the Council.
- The Council will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure of supply electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an Act of God which may cause the site to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

#### **13. Indemnity and Insurance / Damage to Council Property**

The Hirer agrees:

- To keep the Council fully indemnified against all costs, claims, expenses, demands, charges or liability of any description arising out of or in connection with this Agreement and the holding of the Event on the Site.

- To effect and maintain a policy of insurance with insurers approved by the Council for such amount as the Council may from time to time require in respect of the liability of the Hirer.

#### **14. Indemnity and Insurance/Damage**

##### **▫ Bonfire Site**

The Hirer agrees:

- No growing trees shall be felled or lopped and fences or other combustible materials shall not be used for the purpose of building the bonfire and under no circumstances allow rubbish to be burnt on or near the site.
- Any damage to land or property whether belonging to the Council or not which is directly or indirectly caused by the holding of the bonfire and associated matters including fireworks or by the presence of persons arranging or attending the bonfire on the site shall be reinstated, repaired and made good at the Hirer's expense to the reasonable satisfaction of the Council or the owner of the said land or property. All resultant rubbish and ashes shall be removed from the land on the day following the bonfire.
- The Hirer shall indemnify and keep indemnified the Council against all losses and claims for injuries or damage to any person or property whatsoever, which may arise out of or in consequence of the holding of the bonfire and associated matters including fireworks save where the loss injury or damage is caused solely by the negligent act or omission of the Council's servants or agents.
- The hirer shall be personally responsible for payment of any account rendered by the Council or other persons in respect of damage done or work required as a result of the permission hereby granted.

#### **15. Prohibitions**

The Hirer shall not:

- Do or permit any act, omission or circumstance that would or might constitute a breach of any statutory requirement affecting the site.
- Use the Site for any other purpose than for those stated in this form.
- Open the Event earlier or close later than the time(s) stated on the Booking Form without prior agreement with the Council.
- Carry out performances of regulated entertainment without granting of a Premises License, Temporary Event Notice or consent from the Local Authority holding the Premises License. See (Schedule 2) for definitions of regulated entertainment.
- Play any music of any description earlier than or after the time stated on the Booking Form or in agreement with the Council and the Hirer on any day. All music to be kept to an acceptable volume, adhering to any guidance by the Council's Environmental Health Department.
- Make any greater charge to the public or use for entrance to or use of any entertainment stall or sideshows or roundabouts other than may be approved from time to time by the Showmen's Guild.
- Carry on at the Site any unlawful game or illegal betting.
- Permit any drunkenness or disorderly conduct on the Site.
- Encroach on any other land of the Council or on any highway with any stalls stands equipment vehicles or other things of any description.
- Commit any nuisance or any act or thing which may be or become a source of danger, inconvenience or annoyance to the Council or the owners or occupiers of any neighbouring property.
- Allow any living animal or live fish to be sold, given away or won as any prize or gift on any ride or stall in the event.

#### **16. Permit Entry by the Council**

- To allow the Council and all persons authorised by the Council including emergency services and health and safety organisations to enter the Site at any reasonable time prior to and during the Event for the purposes of ascertaining whether the Terms of this Agreement have been complied with or for any other lawful purpose. Failure to do so may lead to postponement or cancellation of any event.

**17. Yield Up**

- Upon the expiration of this Agreement the Hirer shall deliver up the Site to the Council and in a clean and tidy condition to the satisfaction of the Council's Authorised Officer and to repair any damage which may occur to the land including footpaths and carriageways crossing or bordering the Site. Where applicable, any bond payment will be withheld until satisfactory repairs have been carried out, or the bond monies used to carry out repairs (and any outstanding monies returned).
- The Hirer shall pay to the Council on demand the cost of reinstating or replacing any part of the ground or property whatsoever belonging to the Council in or upon the Site which shall be damaged, destroyed, stolen or removed during the Hire period. If a bond has been paid, then this will be used to fund these works.

**18. THE COUNCIL'S OBLIGATIONS**

- The Hirer has the Council's permission to use the Site/Venue for the Hire Period only. No tenancy or other right of occupation is given to the Hirer in respect of the Site, but a license only.
- Where applicable, the granting of this permission does not imply that the Council has any responsibility for the management of a bonfire and associated matters including fireworks.
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**19. TERMINATION**

If and whenever during the period of this Agreement:

- The Fees (or any of them or any part of them) under this Agreement are outstanding for 28 days after becoming due whether formally demanded or not or
- There is a breach by the Hirer of any undertaking or other term of this Agreement or
- An individual Hirer becomes bankrupt or
- A company Hirer:
  - Enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or
  - Has a receiver or administrative receiver appointed or
  - The Hirer enters into an arrangement for the benefit of his/her creditors.
  - The Hirer has any distress or execution levied on its goods.

The Council may serve on the Hirer notice immediately terminating this Agreement or re-enter the Site or any part of the Site in the name of the whole at any time (and even if a previous right of re-entry has been waived) and then the Terms will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Council against the Hirer in respect of any breach of undertaking or other term of this Agreement.

**20. Carrying Out of Works in Default**

If the Hirer shall fail to carry out any of its obligations under this Agreement the Council may at its discretion but without being under any obligation to do so carry out any such works or acts and the cost of doing so (as certified by the appropriate Council Officer) shall be a debt due from the Hirer to the Council who shall be entitled to recover the same.

Hire which requires significant infrastructure being brought on to site, or if it is deemed that there is a significant risk of damage to the ground or property within will be subject to a bond. The amount of this will be a minimum of £2,000, with a £5,000 bond applying to certain sites (primarily, but not restricted to, Greenhead Park in Huddersfield, Crow Nest Park in

Dewsbury, Leeds Road Playing Fields in Huddersfield).

**21. Notices**

In this document:

- "The Council's Address" means the address of the Council shown on the Booking Form of this Agreement or such other address as the Council may from time to time notify to the Hirer as being its address for service for the purposes of this Agreement.
- "The Hirer's Address" means the address of the Hirer shown on the Booking Form of this Agreement or such other address as the Hirer may from time to time notify to the Council as being the address for service on the Hirer for the purposes of this agreement.
- Any notice or other communication given or made in accordance with this document shall be in writing and may be in writing and may be posted or faxed to each party's address or may be handed to the Site Manager or, in respect of the Council, the Council's authorised representative.

**22. Freedom of Information**

- The Hirer accepts that the Council may be required to disclose information relating to this Agreement or the Hirer to a third party in order to comply with its obligations under the Freedom of Information Act 2000 and/or related legislation. Such information may include but shall not be limited to the name of the Hirer, the overall fee and details of the terms and conditions of the Agreement.
- The Hirer shall not (and the Hirer shall procure that its sub-contractors shall not) do anything to cause any infringement by the Council of its obligations under the Freedom of Information Act 2000 and any associated codes of practice or legislation and shall facilitate the Council's compliance with the requirements that they impose on the Council and shall comply with any reasonable request from the Council for that purpose.

**23. Third party rights.**

Except where expressly provided to the Contrary this agreement is not intended for the benefit of, and shall not be enforceable by, any person who is not named in this agreement as a party to it, or any person who claims rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**24. Entire Agreement**

This Agreement (together with the Booking Form and any other appendices and schedules attached hereto) shall constitute the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

**25. No Partnership**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

**26. Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.



**27. Severance**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

**28. Governing Law and Jurisdiction**

- a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- b) The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1

### Specified Documents

(To be submitted to the Council at least 21 days prior to the commencement of the hire)

#### FOR ALL EVENTS

- Certification of insurance cover - Public Liability insurance of not less than £10,000,000 (Ten Million pounds).  
This is to ensure that your event is insured in case of accident or injury caused by any activities which form a part of the event.
- Safety statements. These should cover all aspects of your event and should set out the risks and hazards, and what measures you will put in place to ensure the safety of the staff, volunteers, audience and others on the site.
- Site plan. This should show which area of the site you are using, and what activities are going where. This will need to show entry and exit routes.

#### WHERE APPROPRIATE

- Emergency Evacuation and Contingency Plans. Consideration should be given to alternative arrangements if the ground conditions are not deemed suitable at a late stage by the Council, to avoid the event being cancelled (as set out in Section 10 of the terms). This may involve moving activities around on the site or an alternative site.
- Written confirmation of membership of Showmen's Guild or equivalent organisation if applicable.  
This is only applicable where fairground rides will form part of the event.
- Safety Advisory Group. This is only if over 500 people are likely to be present at any one time. If you are anticipating this audience then we will need to be contacted at least 5 months prior to the event taking place to allow for the necessary liaisons to take place. We will need to know what you are planning, the location, scale of event and likely implications on the surrounding area. The Council will then decide if the event needs to go before the Council's Safety Advisory Group (SAG). If this is the case, then you will need to ensure that you, or a representative, are able to attend a number of planning meetings with officers from the Council and the Emergency Services (and others) to ensure that the event is planned in accordance with the Council's requirements. You will need to meet with the conditions and/or provisions arising from the SAG in order for permission to be granted for the event.

## SCHEDULE 4 – FUNFAIRS AND COMMERCIAL EVENTS

### Certificates to be provided to the Council prior to any event, where relevant

Certificate of Electrical Safety - signed by a qualified electrician (prior to any event).

- Certificate of Safety Inspection and Fitness - signed by an Engineer for Fairground apparatus and any other temporary structures (by arrangement prior to any event).
- Premises License or Temporary Event Notice - for performances of regulated entertainment (Regulated entertainment is entertainment provided in presence of an audience, for the purpose of entertaining that audience) and/or the sale and supply of alcohol. Please note that no alcohol is allowed at any of the events without the necessary licences and a Designated Premises Supervisor.

The following kinds of entertainment are subject to regulation and will need either a Premises License or a Temporary Event Notice in accordance with the Licensing Act 2003.

1. a performance of a play;
2. an exhibition of a film;
3. an indoor sporting events;
4. a boxing or wrestling entertainment;
5. a performance of Live music (including karaoke);
6. any recorded music; including Music to accompany DJs, during live performances stage music
7. a performance of dance by the public or performers;
8. Any entertainment similar to that described in 5, 6 or 7 above;

Application for a Premises License must be served on the Licensing Authority at least 2 months before the event takes place. If the premises where the event is to be held already has a premises license then no additional license would then need to be obtained by anyone else carrying out licensable activities, although the consent of the local authority holding the license would be required and permission given to use the land.

Exemptions from the requirement of a Premises License, for details please email [licensing@kirklees.gov.uk](mailto:licensing@kirklees.gov.uk) or telephone 01484 221000.

### What does "incidental entertainment" mean?

Consent for regulated entertainment is not needed when the entertainment is provided for background entertainment. This is sometimes a difficult area and further advice on this issue can be obtained from the Licensing Team. Examples of "incidental" entertainment include:

- a supermarket playing background music (people go there to shop - the music is not an influencing factor);
- music during keep fit classes (people are there to exercise);
- incidental music – the performance of live music or the playing of recorded music if it is incidental to some other activity which is not itself regulated entertainment. For any further details or enquiries please email [licensing@kirklees.gov.uk](mailto:licensing@kirklees.gov.uk) or telephone 01484 221000
- dance classes (people are there to learn to dance);
- a pub jukebox playing in the background (people are there to drink; the music is not an influencing factor).

### Temporary Event Notice

For one off events and Special Occasions a Temporary Event Notice can be served on the Licensing Authority and Police for licensable activities that fall into the following categories;

- Less than 500 people attending;

## **SCHEDULE 4 – FUNFAIRS AND COMMERCIAL EVENTS**

- Lasting for not more than 96 hours, with a break of at least 24 hours thereafter;
- A Temporary Event Notice (TEN) can be submitted to the Council and West Yorkshire Police. Notice must be served at least 10 clear working days before the actual day of the event. For any further details or enquiries please email [licensing@kirklees.gov.uk](mailto:licensing@kirklees.gov.uk) or telephone 01484 221000

## **SCHEDULE 4 – FUNFAIRS AND COMMERCIAL EVENTS**

### Additional Information

(To be submitted to the Council at least 21 days before commencement of the term unless dealt with by Safety Advisory Group)

#### Information Required Prior to Occupation of Site

The Hirer shall supply to the Bookings team, preferably electronically, an Event layout plan, to a suitable scale, showing:

- The location of stalls, rides, apparatus, arena, displays.
- Any areas to be kept clear for access of safety reasons.
- First aid posts and any Ambulance parking Site.
- Toilet accommodation including provision for disabled persons.
- Water supplies.
- Storage provision for fuel (if applicable).
- Generators and other power supplies.
- Seating/standing areas, marquees and tents etc.
- Fire fighting equipment.
- Headquarters - an area or structure for which the Event will be controlled by the site manager.

The scale of the event will dictate the detail required for this plan, and perhaps not all items listed above will be relevant.

**Payment for hire of the site & payment of a bond must be made before occupation of the site.**

#### Operator's Requirements – Showmans Guild Members (funfair equipment)

- All funfair operators must be members of the Showmans Guild.
- Operators of adult rides and devices must be 18 years of age or older.
- Operators of slow-moving devices and stalls must be 16 years of age or over and must receive appropriate training before taking control of the ride or stall.
- All Operators must receive appropriate training prior to operating any ride or stall.
- Every operator must have full knowledge of the function of all normal and emergency operation controls and of the proper, safe use of the device.
- Every Operator shall be fully aware of the Emergency Evacuation Procedure relevant to each Site.
- All Operators shall comply with "Fairgrounds and Amusement Parks - Guidance on Safe Practice" published by the Health and Safety Executive (HSE 175). A copy of this document must be available, on Site, at all times for inspection.

#### **Electrical Requirements**

All electrical installations and equipment will comply with the general requirements of the Electricity at Work Regulations 1989.

All portable generators or power supplies must be suitably guarded and the installation checked, approved and certified by a suitable Electrical Engineer before operation.

##### Installation

All electrical equipment will be installed, so far as is reasonably practicable, so that interference by the public or unauthorised employees cannot gain access. All equipment exposed to weather will be suitably protected. All electrical installations will be fitted with Earth Leakage Circuit Breakers and Earth Spikes.

##### Generators

All portable generators for electrical power supplies will be appropriately located and guarded from unauthorised persons. All generators will be fuelled by Diesel, fitted with Earth Leakage Circuit Breakers and earth spikes.

##### Cabling

Wherever possible, cables will be routed or buried so that they will not cause a tripping hazard or be crushed by vehicular traffic. Armoured cabling will be installed for hazardous voltages e.g. those which could cause electric shock if damaged, protecting against contact with sharp edges or crushing by heavy loads.

Suspended overhead cables must have a minimum vertical clearance of 17 feet from the ground and a minimum horizontal

clearance of 3 feet on either side of the normal passage space for vehicles.

Additional advice is contained in HSE Guidance Document GS50 - (2nd Edition) – "Electrical Safety at Places of Entertainment". Further guidance notes are also available from the Council and can be supplied on request.

## Lighting

Appropriate lighting is provided, if necessary, in areas to which the public have access. All access/egress points shall be made so that they are easily identified.

Emergency lighting is provided in all enclosed structures, apparatus and about the Event site when the Event is held in the hours of darkness.

### **Emergency Procedures – specifically relevant to larger events.**

The requisite number of trained stewards shall be provided, one per 50 people, and shall be identified as such with high visibility waistcoats or armbands, where appropriate two-way radio communication shall also be provided. Where the size of an event makes it necessary for public safety and effective crowd control a public address system will be required. The size and type will be at the Safety Team's request. A public address or loudhailer system is available to instruct the public at the Event.

An emergency evacuation and contingency plan should be provided to the Council at least 21 days prior to the commencement of the term in accordance with Schedule 1 (Specified Documents)

Access and egress routes (at least 3.7 metres wide and 3.1 metres minimum gate width) for the Emergency vehicles are kept clear at all times and confirmed to the Emergency Services on inspection prior to public admission.

A First-Aider possessing a suitably recognised current qualification, equipped with a First-Aid box containing the appropriate contents is readily available in the event of treatment needing to be administered.

An equipped First-Aid Point may be required at some Events and arrangements may be needed to have a

Doctor on call. Advice can be sought on medical provision by contacting Yorkshire Ambulance Service on Tel:

01924 889734.

The Council must receive details of any reportable accidents as notified to the Health and Safety Executive.

### **STRUCTURES**

Structural calculations and details are required of any temporary structures, marquees/tents, stages, temporary seating or grandstands that are proposed for use at the Event. This information must be provided at least 21 days prior to the Event.

Tent fabrics together with materials and drapes or linings used in conjunction with any temporary structures must be flame retardant (to BS 5438 and 7157).



## **General Requirements**

All stakes/pegs used for securing marquees/tents are adequately protected in areas that are accessible to the public. No rope, shackles or any form of hitching will be attached to any trees on the Site.

Vehicular access requiring the pruning of trees must be agreed beforehand with a nominated officer of the Council. Any vehicles driven in the Event Site must adhere to a maximum speed of 5 mph at all times.

All dogs accompanying Funfairs and Circuses are securely tethered behind suitable fencing, immediately adjacent to living quarters and at an appropriate distance from the main Event. They will be kept on a lead at all times while being exercised, and all dog fouling will be removed by the dog owner.

No fly-post advertising of the Event takes place on highways, streets and any other areas under the Council's control. Illicit fly-posting will lead to the booking being cancelled and future bookings will not be considered.

No living animal or live fish to be sold, given away or won as any prize or gift on any ride or stall in the event.

The sale of helium filled balloons is not permitted.

The mass release of helium filled balloons is not permitted.

Consideration should be given to the effect that inclement weather will have upon your Event and contingency plans will need to be considered and in place. Should weather conditions deteriorate to a point where significant damage will be caused by vehicle equipment withdrawal, an exit strategy must be agreed between the site manager and the Council's Authorised Officer prior to vehicles exiting the site. Failure to comply will lead to re-instatement costs being passed to the event organiser and will be considered if any future bookings are put forward.

Vendors supplying food for sale must be indicated in the initial application and inspected on site to ensure compliance with Environmental Health Regulations 1990, Environmental Protection Act 1990 and any conditions requested by the Fire Authority.

The Council's Streetscene and Housing Service must be notified in the initial application should there be any intention to provide a funfair with the event. Failure to comply will lead to exclusion of the funfair from the event.

Inspection of structures, staffing or seating before members of the public are admitted may be required by officers of the Council and Emergency Services. Any temporary structures will need to be certified by a qualified person, and certificates kept on site for inspection at any time through the event.

Any requests for events or rallies of a political nature must be accompanied by a full description of the event and the name of the group responsible for it.

The Authorised Officer must be informed of all extra equipment devices, special effects, advertising material or other appliances to be used in connection with the Event, and the nominated site manager shall comply with the requests of the Safety Advisory Group (SAG) with regard to their use.

The site manager shall request the appropriate number of temporary parking discs and these must be displayed at all times, users shall also ensure that whilst accessing and egressing the site, vehicular speeds must be kept to a minimum and no greater than 5 mph and that the parking of vehicles without the appropriate parking disc will not be allowed on site.

The Council reserves the right at all times to delay postpone or cancel any event for which it considers

public health and safety has not been given adequate provision.