



# Colne Town Council

## Terms & Conditions for Use of Council Land

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### 1. Definitions

- 1.1 **"Conditions"** means these booking conditions which shall form part of the contract between **the Council** and the **Event Organiser**.
- 1.2 **"The Council"** means the Colne Town Council.
- 1.3 **"Due Date"** means 28 days prior to the date of **the Event**.
- 1.4 **"The Event"** means the purpose for which **the Venue** has been booked.
- 1.5 **"Event Organiser"** 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 **Event Organiser** and they may not transfer or sublet this consent to any other person or organisation.
- 1.6 **"The Venue"** means the location booked for **the Event**.

### 2. General Terms

Alkincoates Park is a public open space and any agreement to use space within the park should not impact negatively on the park, park users or the local area and business. In booking space within the park, the **Event Organiser** is responsible for ensuring the activity is well planned, safe and managed effectively with all necessary resources being deployed. They are also responsible for obtaining any licenses, consents, and insurance that may be required and providing proof of such if requested to do so. These Terms & Conditions set out in more detail, those requirements, and obligations.

### 3. Payment *(if required)*

- 3.1 Payment of all fees and charges must be made in full no less than 14 days prior to the date of **the Event**. If payment is not received **the Council** will have the right to cancel the booking immediately.
- 3.2 The **Event Organiser** shall be liable for the full cost of any services provided by **the Council** over and above the booking charge for **the Event** e.g. electricity, water, marking of pitches etc.

### 4. Deposit *(if required)*

A deposit may be required which must be paid to **the Council** 14 days prior to **the Event** which will be forfeited in the event of any damage or loss to **the Venue**, [or loss of keys in respect of removable bollards etc.] or held as part payment of any necessary making good. The **Event Organiser** shall be liable for the full costs of any damage, so should this exceed the deposit **the Council** will issue an invoice for any additional costs.

## 5. Refusal of Booking and Cancellation

- 5.1 **The Council** reserves the right to refuse any application for the booking of **the Venue** and will give the **Event Organiser** the reason for doing so in writing.
- 5.2 **The Council** reserves the right to withdraw permission to use **the Venue**. However, **the Council** will repay any deposits paid on cancelling a booking but shall be under no liability for expense incurred or loss sustained by the **Event Organiser** as a result of the cancellation.
- 5.3 **The Council** will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause **the Venue** to be temporarily closed or the booking to be interrupted or cancelled.
- 5.4 **The Council** gives no warranty that **the Venue** is legally or physically fit for any specific purpose.
- 5.5 Cancellation by the **Event Organiser** of a booking must be in writing and the effective date will be the receipt of such information by **the Council**.
- 5.6 On cancellation of the booking the **Event Organiser** shall be liable to **the Council** for the whole of the booking charge together with any additional expenses incurred by **the Council**.
- 5.7 Should the **Event Organiser** not take up their commitment for any reason or fail to notify **the Council** in writing of cancellation shall forfeit any booking charge paid and shall be liable to **the Council** for the whole of the booking charge together with any additional expenses incurred by **the Council**.
- 5.8 Substitution and amendments of the nature of the booking must be notified in writing to **the Council** at least 21 days prior to the date of the event. **The Council** reserves the right either to cancel the booking or amend the booking charge. In the event of such cancellation, the **Event Organiser** shall be liable as stated in Clause 4.5 and 4.6.

## 6. 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, the amount shall be at **the Council's** sole discretion.

## 7. Use of the Venue

- 7.1 The **Event Organiser** shall keep **the Venue** clean and tidy and shall ensure that **the Venue** and surrounding area is regularly litter picked during **the event**.
- 7.2 All litter and refuse generated by **the Event** shall be removed from the **Venue** by the **Event Organiser** immediately after **the event**.
- 7.3 The **Event Organiser** shall 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 booking or not.
- 7.4 The **Event Organiser** shall not cause any damage to be done to **the Venue** or adjacent properties, or to any fittings equipment or other property at **the Venue** and save to the extent that **the Council** may be indemnified by insurance the **Event Organiser** is to make good and pay for any such damage caused by any act or neglect of the **Event Organiser** or anyone for whom the **Event Organiser** is responsible or anyone permitted by the **Event Organiser** to enter **the Venue**.

- 7.5 The property of the **Event Organiser** and the **Event Organiser's** agents must be removed at the end of the period of the booking or by a time and date to be agreed with **the Council**. **The Council** accepts no responsibility for any property left on **the Venue** before, during or after the booking period.
- 7.6 If the **Event Organiser** fails to perform any of its obligations set out in Clauses 6.1, 6.2 and 6.3 **the Council** reserves the right to perform any such obligations. The costs incurred by **the Council** in the performance of such obligations shall be borne by the **Event Organiser**.
- 7.7 The **Event Organiser** is responsible for the administration, organisation and running of **the Event** and for having sufficient stewards and officials to fulfil these Conditions.
- 7.8 **Event Organiser** is responsible for the supervision and control of **the Event** participants, officials, visitors and spectators.
- 7.9 The **Event Organiser** shall not be permitted to remove, or obscure Council notices or placards displayed on **the Venue** without the prior written consent of **the Council**.
- 7.10 Where it has been necessary to make a road closure order the **Event Organiser** shall ensure that the road closure equipment is not moved and shall maintain the integrity of the closure.
- 7.11 The **Event Organiser** shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 7.12 The **Event Organiser** shall not excavate or drill pinning holes into **the Venue** except with the prior written consent of **the Council**.
- 7.13 The **Event Organiser** shall ensure that any unwanted liquids are removed from **the Venue** and not disposed of into the sewage system or on **the Venue**.
- 7.14 The **Event Organiser** shall ensure that no vehicles are parked or driven across any public footpath or bridleway located within **the Venue**.
- 7.15 The **Event Organiser** shall ensure that pedestrians are allowed unrestricted access along any public footpath or bridleway located within **the Venue**.
- 7.16 The **Event Organiser** shall not interfere with or make any alteration to the layout or arrangement of **the Venue** without the prior written consent of **the Council**.
- 7.17 Where **the Council** has agreed that **the Venue** shall be used for a fun fair then the **Event Organiser** 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.
- 7.18 The **Event Organiser** 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**.

- 7.19 The **Event Organiser** shall not access the site to prepare for **the event** without the written consent of **the Council**.
- 7.20 **The Council** may require the **Event Organiser** to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by **the Council**.
- 7.21 The **Event Organiser** shall not allow the sale or consumption of alcoholic drinks without the prior written approval of **the Council**. Any necessary licenses must be obtained by the **Event Organiser**.
- 7.22 The **Event Organiser** shall not allow at **the Event** any exhibition, performance or entertainment in which animals are or might be involved without the prior written approval of **the Council**.
- 7.23 The **Event Organiser** shall not permit the operation or release of any high-flying object without the prior written consent of **the Council**, the Civil Aviation Authority, Manchester Airport and Leeds Bradford Airport.
- 7.24 It is the responsibility of the **Event Organiser** to liaise with Lancashire County Council and the Lancashire Police regarding the impact **the Event** may have on traffic arrangements in the vicinity of **the Venue**. The **Event Organiser** agrees to comply with any requirements of Lancashire County Council and the Lancashire Police regarding traffic management.
- 7.25 The **Event Organiser** 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**.
- 7.26 The **Event Organiser** shall obtain approval from **the Council** for the use of generators at **the Event**. If such approval shall be granted the **Event Organiser** 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.
- 7.27 The **Event Organiser** 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**.
- 7.28 The use of any public address system at **the Event** must be first agreed in writing by **the Council** and must be operated so as not to cause a noise nuisance in breach of clause 6.18. Any necessary licences must be obtained by the **Event Organiser**.
- 7.29 The **Event Organiser** shall repay to **the Council** on demand the cost, as certified by **the Council's** Corporate Director, 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.

## 8. Right of Entry

- 8.1 Authorised Council Officers shall be permitted entry to **the Venue** at all times during the period of booking.
- 8.2 **The Council** reserves the right to fix a maximum limit for the number of persons attending **the Event**.

## 9. Assignment

The booking shall be personal to the **Event Organiser** and the right to use **the Venue** shall not be sublet, assigned or otherwise transferred; the **Event Organiser** 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**.

## 10. Prohibition

The **Event Organiser** shall not stage or engage in any activity's 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**.

## 11. Broadcasting and Television

The **Event Organiser** shall not carry out or permit any television or radio broadcast without the written consent of **the Council**.

## 12. Fly Posting

No advertising material shall be displayed anywhere on **the Venue** or elsewhere in the area without the prior consent of **the Council**, or the prior consent of Lancashire County Council if on a public highway or highway structure. **The Council** reserves the right to remove any unauthorised advertising and to recover the cost incurred from the **Event Organiser**.

## 13. Permits and Licences

- 13.1 The **Event Organiser** shall ensure that any licence, permit, or other consent which may be required is obtained, whether from **the Council** or otherwise, before **the Event** may take place and shall, where requested, produce to **the Council** on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, **the Council** reserves the right to cancel the booking forthwith.
- 13.2 When promoting **the Event**, the **Event Organiser** shall be responsible for exhibiting all necessary permits during **the Event**.
- 13.3 Nothing shall be done by the **Event Organiser** that shall or may contravene the terms and conditions of any licences (e.g. Premises Licence), permit and/or licences or consent issued in respect of **the Venue**.

## 14. Health and Safety

The **Event Organiser** shall undertake a risk assessment for the event and shall ensure that all participants and contractors comply with all relevant health and safety legislation, guidelines and always adopts best practices relevant to the event. This will include during the event and while preparing and clearing **the Venue** for **the Event**.

## 15. Indemnity and Insurance

- 15.1 **The Council** will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at **the Venue** either by the **Event Organiser** for his own purposes or by any kind brought into or left at **the Venue** either by the **Event Organiser** for his own purposes or by any other person or left or deposited with any officer or employee of **the Council**.

- 15.2 The **Event Organiser** shall indemnify **the Council** against all such liabilities as are mentioned in this clause 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 **Event Organiser**.
- 15.3 The **Event Organiser** agrees to take out Public Liability Insurance Cover or Third-Party Risks [including products liability where appropriate] for a minimum of £5 million (five million pounds) and produce evidence of such insurance.
- 15.4 The **Event Organiser** shall 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 who the **Event Organiser** has instructed or authorised to appear at **the Event**.
- 15.5 Failure to provide proof of insurance cover as required under clauses 14.4 and 14.5 prior to the Due Date will lead to cancellation of **the Event** at **the Venue**.

## 16. Catering

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. Food providers will normally be required to hold a Food Hygiene rating of four and above. Providers with a rating of Food Hygiene rating of three may be considered in limited circumstances.

## 17. Property not Removed

**The Council** may remove and store any property that is left by the **Event Organiser** in or upon **the Venue** after the period of booking. The **Event Organiser** 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**.

## 18. Variations to Agreement

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

## 19. Confirmation of Agreement to these Terms & Conditions

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Address \_\_\_\_\_

Organisation \_\_\_\_\_

Position \_\_\_\_\_ Mobile No \_\_\_\_\_