

Hiring a Park or Open Space Terms and Conditions

1. Applications for events will only be considered if submitted within a reasonable time of the proposed event relative to the size of the event i.e. not later than 6 months for major events and 1 month for small events. The Hirer must submit full details of the proposed event for approval. Details to include arrangements for catering, refuse collection and disposal, toilets, general activity to be staged, anticipated attendance figures and health & safety information as appropriate.
2. No part of the park is to be used for any other purpose other than the Purpose of the Hire.
3. The hirer is obliged to make contact when asked to with Guildford Borough Safety Advisory Group for professional advice and support in the running of public events, especially so for events with more than 1000 people attending – SAG@guildford.gov.uk
4. The Hirer must conduct their own risk assessment undertaken by competent people, a written copy of which must be lodged with Parks & Countryside Services at Guildford Borough Council at least four weeks before the date of the event. This document will be referred to in the event of any claim arising. The Council may review the risk assessment, however it cannot be held responsible for any errors or emissions.
5. The Hirer hires the area indicated on the Hirer's site plan and agreed by the Council. The Hirer does not hire the whole park or site for the Hirer's exclusive use, unless requested and agreed by the Council.
6. Where a temporary electrical installation is being used, a temporary electrical installation report by a NICEIC or ECA electrician or a certificate of compliance with BS7909 must be available upon request by any Council Officer
7. The Hirer's attention is drawn to the requirements of the *Health & Safety at Work Act 1974* and other health & safety legislation including *the Management of Health & Safety at Work Regulations 1999*, *Control of Substances Hazardous to Health Regulations 1999* and *Electricity at Work Regulations 1989*. It is the responsibility of the Hirer to comply with all relevant legislation. If appropriate, the Borough Council will provide the Hirer with any information required by health & safety legislate.
8. Bouncy Castles and other inflatables – see HSE safety advice and guidance. It is the responsibility of the Hirer to comply with all guidance and relevant legislation. <http://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>
9. The Hirer shall indemnify and keep indemnified the Borough Council from and against all actions, claims, suits, costs, expenses, losses, injuries, damage and liability howsoever arising out of or by reason or in consequence of the agreement hereby granted (other than action, claims, suits, costs, expenses, losses, injuries, damage and liability resulting from any negligent act of the Borough Council, its servants or agents). The Hirer shall effect a third party policy of insurance to a minimum of £5,000,000 per event and in such terms as may be approved by the Head of Parks and Leisure Services, Guildford Borough Council.
10. The Hirer will be required to produce written evidence of the existence of public liability insurance at such a level as required by the Council in respect of any exhibitor, ground entertainer, sub-contractor, caterer which the Hirer has authorized to appear at the event.
11. The Hirer is responsible for adequate fire precautions and for the maintenance of clear exists for emergency vehicles and for seeing that none of the footpaths are blocked.
12. The Hirer is responsible for the reinstatement of the site allocated, including the clearance of litter, the separation and collection of recyclable materials and the removal of all advertising. The clearance must be undertaken within 24 hours after completion of the event and reinstatement of land within 48 hours after completion of the event. If the Hirer fails to perform these obligations, the Council reserves the right to perform any such obligations and any costs incurred shall be borne by the Hirer.
13. Should the Hirer cancel after written confirmation of a firm booking has been given, the Hirer will be liable for cancellation charges. See the separate 'Fees & Charges' guide for current prices. Cancellations must be in writing (email, fax or letter) or the full hire charge will be payable.
14. The property of the Hirer and 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 hire period.

15. The Hirer must ensure that first aid equipment is provided and all precautions taken against the risk of fire and electric shock, and inform the Borough Council of the arrangements intended for an electrical supply to be provided for the event and arrange for the meter to be read and for any other advice, which may be necessary.
16. In the event of a major or long term injury or a death at the event, the hirer must comply with RIDDOR (the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013). For more information see the following website link: <http://www.hse.gov.uk/riddor/> or call the Health and Safety Executives Incident Contact Centre (ICC) on 0845 300 9923.
17. The *Food Safety Act 1990* and a number of regulations and codes of practice govern the sale of food. These are enforced within the Borough by the Environmental Health & Licensing Services. The regulations require any food outlets to be registered. The Hirer must notify the Environmental Health & Licensing Services at least 2 months before the event.
18. The Hirer must ensure that adequate parking arrangements are made for vehicles. Parking is restricted to areas set aside within the site plan and with the prior approval of Parks & Leisure Services. Any parking to highway areas is covered by traffic regulations and may result in parking fines as directed by law.
19. The Hirer is required to comply with the *Town and Country Planning (Control of Advertisements) Regulations 1992*, whereby unauthorized advertising, including "fly posting", is an offence and therefore strictly forbidden.
20. No posters boards signs flags or other emblems or advertisements are to be displayed inside or outside any part of the Park without the previous consent of the Council.
21. The Hirer is responsible at all times for the organisation and smooth running of the event.
22. Temporary structures must be constructed of sound materials and be suitable for their purpose and must be approved by Parks & Leisure Services. See HSE guidance and information to help those organising events to manage safe erection, use and deconstruction of temporary demountable Structures (TDS) <http://www.hse.gov.uk/event-safety/temporary-demountable-structures.htm>
The Hirer will be responsible at all times (day and night) for the security and supervision of these structures. The use of floodlighting, other than for security purposes, may require planning permission; the Hirer must notify Environmental Health and Licensing Services at least 2 months before the event.
23. The Hirer must ensure that the bylaws applicable to the park or open space in which the event is to be held are complied with at all times.
24. Hire may be subject to payment of a fee or bond, the amount of which to be determined by Parks & Countryside Services. The bond must be received at least one month before the event is due to take place. The fee will be invoiced after the event.
25. No noise is to be made, whether by loud speakers or musical instruments etc, after the hour of 10:30pm unless prior agreement has been obtained from Parks & Leisure Services.
26. Vehicular access and parking is only permitted with the prior approval of Parks & Leisure Services.
27. For hirers of Stoke Park there is to be no parking or advertising of any kind within the Spectrum Leisure Centre complex without the prior agreement of the managing body Freedom Leisure. Evidence to support any permission given will be requested.
28. No public address system is to be used without the approval of Parks & Leisure Services.
29. The Hirer must comply with the direction of Parks & Leisure Services at all times.
30. The Hirer must obtain all necessary clearances from and comply with all requirements of the Civil Aviation Authority and/or any other relevant body.
31. If the preparation and vacation of an event requires a Park Ranger outside the hours of 07.30 and 21.30 a fee will be payable. See the separate 'Fees & Charges' guide for current prices.
32. If your application is successful, we may issue you with an access key to the park/toilet facilities. No copies of this key should be made without prior consent of the Parks and Leisure Services. The loss of a key will result in a charge for replacement. See the separate 'Fees & Charges' guide for current prices.
33. To protect the parks, fitness training is not to take place on or within 3 meters of marked sports pitches or areas that may be temporarily fenced off in preparation for an event.
34. The playing of music during fitness sessions is not permitted without prior permission from Parks & Leisure Services.
35. To protect the parks infrastructure (fencing, goal posts, benches etc), are not to be used for your fitness sessions.
36. The Hirer must comply with any further requirements made by Parks & Leisure Services in respect of this booking.

The Borough Council reserves the right to cancel the hiring if details are not submitted, if there is a breach of any of the foregoing conditions, or if the arrangements are deemed unsatisfactory.