

Kingston Parish Council

1. GENERAL CONDITIONS OF HIRE FOR OPEN SPACES

1.1 KPC reserves the right to approve or not approve any application or to impose further obligations on a Hirer than these Conditions. Any further obligation to be advised by KPC in writing.

1.2 Where the Hirer intends to use equipment hired from a third party, the Hirer must not agree to terms with the third party that conflict with these Conditions.

1.3 The Hirer shall be directly responsible for the management of its employees, contractors and agents and for the actions of its employees, contractors and agents at all times while they perform services or work at the Event.

1.4 The Hirer is responsible for the day to day running of the Event and will be responsible to the fullest extent possible for any breaches of the law or these Conditions by it, its employees and contractors, and for failures to manage crowds at an Event.

1.5 The Hirer acknowledges the condition of facilities and land at the Venue and covenants that the Venue is fit and proper for conducting the Event. The Hirer by agreeing to these Conditions is deemed to have inspected the Venue for this purpose.

2. HIRER'S RESPONSIBILITIES

2.1 The Hirer shall conduct the Event in accordance with these Conditions and all liability issues shall be determined in accordance with these Conditions.

2.2 The conditions of hire set out below shall remain in force until such time that the hire period has been completed.

3. BOOKINGS

3.1 Organisations must make an application in writing on the Events Application Form, at least four weeks before the date required for hire. KPC reserves the right to refuse any application for any hiring.

4. HIRING FEE

4.1 KPC shall determine the hiring fee for use of St Pancras Green facilities which will be variable as appropriate to the event. These shall be made known to the Hirer on acceptance of application by KPC. All hire charges are reviewed annually and changes are implemented with effect from 1st April each year.

Users of the Village Green are invited to make a discretionary donation.

5. PAYMENT

5.1 Payment to be made to KPC upon receipt of an invoice within 14 days of receipt of the invoice. Cheques should be made payable to Kingston Parish Council.

6. CANCELLATION BY HIRER

6.1 Notification of cancellation to be made in writing and received by KPC prior to the booking date.

7. CANCELLATION BY KPC

7.1 KPC reserves the right to cancel any booked period or hire period and to end the hire period at any stage by notice in writing.

7.2 The hiring fee already paid in respect of any period cancelled will be refunded.

7.3 The use of certain facilities during a hire period may be prohibited and/or varied by the KPC at any time.

8. DAMAGE TO OR LOSS OF PROPERTY

8.1 KPC accepts no liability for damage to, or loss of any property or articles or things whatsoever, placed or left at each venue or any part thereof, by an organisation, or member of any organisation, or any individual attending an Event.

9. PROPERTY LEFT AT THE VENUE

9.1 KPC may remove and store any property left by the Hirer or those persons who have attended an Event after the end of the hire period. If after receiving notice, the Hirer fails to collect the property within fourteen days, KPC may dispose of the property without further notice to the Hirer.

10. DAMAGE CAUSED

10.1 The Hirer shall on demand pay to KPC, the reasonable amount incurred by KPC in repairing or replacing as appropriate for any damage to the grounds and landscaping or other contents caused by the Hirer or persons attending at the Event.

11. INSURANCE BY HIRER

11.1 The Hirer shall at its own expense take out Public Liability insurance with an insurance company of repute to cover loss of or damage to property (whether KPC or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the hire period or in connection with it. The sum will be not less than £5 million.

11.2 The Hirer will provide to KPC, at the time of signing the Events Application Form, copy documents of the relevant insurance policy or certificate by way of confirmation that this insurance has been arranged.

11.3 The Hirer is notified that KPC's insurance does not extend to property brought onto the venue in connection with the hire, in respect of fire, theft, loss or any other damage. The Hirer should make separate insurance arrangements in respect of such matters.

12. NOISE POLLUTION

12.1 At any Event, amplified music shall end by 2300 hours or earlier if is a condition imposed by KPC.

12.3 At all venues the noise level must not cause a statutory noise nuisance.

12.4 All reasonable steps must be taken by the Hirer to mitigate the noise from amplified music, and to comply with noise limits.

12.5 The Hirer to ensure that all generators and associated equipment are fully serviced, fitted with efficient silencers and sound proofed as necessary. Generators and associated equipment are sited as far as possible from houses

12.6 The hirer must provide a telephone contact for KPC at all times when the Event is taking place. This should be on your booking form. If the number changes it is the responsibility of the Hirer to notify KPC

13. FIRST AID

13.1 The Hirer is responsible for ensuring that appropriate first aid cover, health services and bandages and other required first aid equipment are on hand at all times throughout an Event. The location of first aid services shall be made known to patrons of the Event by signage or by other appropriate means.

13.2 In the Event of accident, incident and/or injury, the Hirer will at once take appropriate action.

13.3 A Hirer may be requested to provide specific first aid cover for larger Events; this must be provided by a recognised organisation, e.g. St Johns Ambulance, British Red Cross Society.

13.4 All first aid treatments, incidents and emergencies must be recorded in accordance with Health and Safety legislation.

14. CD's, RECORDS AND PERFORMANCE – COPYRIGHT INFRINGEMENT

14.1 The Hirer shall not play or permit to be played gramophone records, compact discs, radios or tape recorders at a venue or perform any work, which will infringe the rights of any third party in intellectual property.

14.2 The Hirer shall obtain beforehand all proper licences in respect of such broadcasts or performances. For further information contact The Performing Rights Society on (0800) 684828.

14.3 Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified KPC.

15. ALCOHOLIC DRINKS

15.1 The Hirer shall not sell or provide alcohol at the venue during the hire unless agreed by KPC in writing and where all necessary licences have been granted.

15.2 It shall be the Hirer's sole responsibility to have obtained all required licences for the sale of alcohol and to ensure that any sale or consumption of alcohol at an Event is lawful and falls within applicable regulations and guidelines.

15.3 If the Hirer fails to meet its obligations under 15.1, the Hirer shall be solely responsible and will meet any penalty imposed by the Courts.

15.4 The Hirer shall ensure that no third party serves alcohol at the Event except with the express approval in writing from an Officer of KPC. Approval shall only be forthcoming if the Hirer has the third party sign these Conditions and only on furnishing documentary evidence of compliance with this condition 15.

16. FOOD AND BEVERAGES

16.1 It shall be the Hirer's sole responsibility to comply with Food Hygiene legislation.

17. CHARITABLE COLLECTIONS

17.1 The Hirer shall not hold, or permit to be held any charitable collection, other than one that has been agreed by KPC in writing and where all necessary permits have been granted.

18. SWEEPSTAKES, RAFFLES, LOTTERIES & OTHER GAMBLING

18.1 The Hirer shall not hold, or permit to be held any sweepstakes, raffle or other lottery at the venue during the hire, other than one which is permitted by law (and registered if the law requires) and agreed by KPC.

19. DUTY TO REMOVE RUBBISH

19.1 It is the responsibility of the Hirer to collect and remove rubbish from the site at the end of the hire period.

20. HEALTH AND SAFETY

20.1 The Hirer to ensure compliance by it and all its Contractors and Agents with the Health and Safety at Work Act 1974 and any and all subsequent or subordinate regulations made under the Act, together with all duties within the Management of Health and Safety at Work Regulations 1999, Provision and Use of Work Equipment Regulations 1998 and the Workplace (Health, Safety and Welfare) Regulations 1992.

20.2 The Hirer shall submit the completed Risk Assessment Form following agreement of the event Application. The findings of the Risk Assessment must be complied with.

21. PUBLIC CONVENIENCES

22.1 Access to the Community Pavilion facilities may be provided for events on St Pancras Green but only with prior agreement with KPC and the Pavilion Committee.

22. OFFICIAL VEHICLES

22.1 Throughout the Event all vehicles on the site must remain stationary within the area designated for the parking of such official vehicles.

23. EXHIBITED VEHICLES AND MACHINERY

23.1 The organiser shall supply on the Event Booking Form the details of any proposed types of vehicles and machinery to be displayed as part of the Event and such vehicles and machinery shall only be stationed on areas agreed for their display by KPC.

23.2 Unless special arrangements are agreed with KPC no exhibited vehicles and/or machinery shall be driven or moved from the areas allocated during the course of the Event.

24. BREACH OF CONDITIONS

24.1 The Hirer shall be responsible for ensuring that the Conditions of Hire are complied with, by all persons using the venue arising out of or in consequence of hiring.

24.2 In the Event of the Hirer breaching any of the conditions of hire, KPC may at its own discretion cancel the booking and all future bookings.