



## Council Land Standard Terms and Conditions of Hire

### Didcot Town Council should be informed of any organised events proposing to be held on any/all Council land

1. Any organised event due to be held on land owned/leased by the Town Council should be discussed with the Council in the first instance to ensure correct information on pricing and permission is obtained. Events are monitored and recorded on a database to ensure there are no conflicts or duplications.
2. A booking is not confirmed until all monies due are paid and written approval has been provided by Didcot Town Council.
  - *Payment should only be made once the event has been approved.*
3. The Hirer is responsible for applying in sufficient time to allow the Town Council's application process to be completed and deadlines for submission of paperwork to be met. The application process is laid out at the end of this document.
4. Applications for events from the same hirer and which are substantially similar to one which has been given permission from the Environment and Climate Committee within the last 12 months, may be granted permission on the basis of consultation between the Chair of the Environment and Climate Committee and the Outdoor Services Manager.
  - *The Outdoor Services Manager is to record any lessons learnt from past events and consider these when being asked to consider an application. Where either the Chair of the Environment and Climate Committee or the Outdoor Services Manager has concerns about an event, it will be referred to the Environment and Climate Committee for consideration in line with the process outlined at the end of this document.*
5. The total fee is required once the application has been approved and at least 28 days before the event.
  - *Hirers should note that payments are refundable if the hirer makes a written cancellation of the booking, subject to the following deductions:*
    - a. *A £25 admin charge for processing the application*
    - b. *A £100 late cancellation fee if cancellation is made within 14 days of the event taking place*
6. Hirers whose bookings are rejected by the Outdoor Services Manager, the Chair of the Environment and Climate Committee, or the Committee itself, on operational concerns that have not been resolved 14 days prior to the event, will be subject to a refund of their payment, subject to:
  - a. *A £25 admin charge for processing the application*
  - b. *A £100 fee to cover lost income from the booking not proceeding*
7. Hirers who have been rejected may appeal to the following meeting of the Environment and Climate Committee, who will decide upon reviewing evidence supplied by the

applicant, whether the rejection was fair and, if there is time available, whether the event may go ahead.

8. The Town Council publishes its fees annually, but if the event requires additional staff time, or materials, an extra charge to reflect these may be levied, upon the discretion of the Outdoor Services Manager and the Chair of the Environment and Climate Committee.

9. The Hirer will:

- a) Observe any conditions or restrictions which the Council may impose as to the use of any venue, or proceedings/activities within any venue. The Council reserves the right to refuse or cancel any such reservation in the event of such restriction, condition or specification not being complied with
- b) Only use the site for the purpose of which permission has been granted by the Council
- c) Allow Council Officers access to the event, and to comply with their instructions
- d) Ensure that all licenses and statutory requirements are in place and can be produced for inspection when requested
- e) Submit the following, with the application and at least 28 days before the event:
  - Risk Assessment
  - Site Plan
  - Event Management Plan or any further information if/when requested
  - All relevant insurance documentation
  - Safeguarding Policy – if the event involves children under the age of 18

- *Failure to submit these documents on time and to the required standard, will result in the application for hire to be rejected.*

10. The Hirer must:

- a) Not display any advertisement relating to the proposed use of the event without prior permission of the Outdoor Services Manager
- b) Ensure that time spent clearing the site is included in the booking period
- c) Remove all litter and waste materials before leaving the land, including the removal of all advertising
  - *Advertising remaining after 7 days will be liable for a removal fee. The Hirer may need to arrange commercial waste management. For certain events a deposit may be requested to cover potential damage. Refunds will depend on the condition of the Council property at the end of the event*
- d) Take all reasonably practical steps to avoid damage to carriageways, footways, verges, grassed areas, trees, shrubs, flowers, fences, fixtures, and equipment and will make good all damage or loss caused to the Council's land or property, to the Council's satisfaction. The hirer will write to the Council with details of any pre-existing damage. Not doing so will indicate the hirer accepts that the land is in good condition
  - *Any reinstatement costs incurred by the Council will be forwarded to the event organiser for payment*
- e) Not permit any activity that may give rise to a public or private nuisance, to the occupiers of property in the vicinity of the land

- f) Indemnify the Council from all claims, actions, demands and costs arising in any manner whatsoever from, or out of the use of land described in the attached letter by the organiser and all other persons entering into the said land during the period concerned. The organiser is required to obtain public liability insurance cover against such claims (min. ten million pounds).
- g) Provide competent stewards and first aid suitable to the event and provide evidence of this

Approved by Environment and Climate Committee 3<sup>rd</sup> October 2022

