



## CONDITIONS OF HIRE – USE OF COUNCIL OWNED/MANAGED LAND

### **Definitions**

“The Premises,” means whichever of the Council owned/managed land is the subject of the application of hire.

“The Council” means East Cambridgeshire District Council of The Grange, Nutholt Lane, Ely, Cambridgeshire CB7 4EE and its officers.

“The Hirer” means the person, persons, or body corporate making application for the use of the Premises.

### **Booking Procedures**

#### **1. Applications**

All applications for the hire of any part of the Premises should be made at least **3 MONTHS** prior to the proposed booking and sent to:

Open Spaces & Facilities, East Cambridgeshire District Council, The Grange, Nutholt Lane, Ely, CB7 4EE.

Once the booking form has been received, a consultation exercise will be carried out with relevant Council officers to confirm that consent for the event can be granted.

No booking will be accepted without a completed Booking Form and the relevant documentation being submitted to the Council. A Health and Safety Risk Assessment for the event and its associated activities must also accompany the application. In addition, please refer to the booking form and submit all further documentation to the relevant departments. For example, a list of all food vendors and/or drink stands must be submitted to Environmental Services and any applications for Temporary Event Notices to the Licensing Officer.

On the Council’s acceptance of the booking, these Conditions of Hire shall contractually bind the Hirer.

The Booking Form shall state the period of hire for which the booking is made and upon the expiration of that period, the activity booked will cease, unless an application is made for an extension of hire and has been deemed acceptable.

#### **2. Charges**

Hire on Council owned/managed land will generally not incur a charge to the organisation/Hirer. However, for corporate or commercial events, the Council reserves the right to request a hire fee.

#### **3. Cancellations**

The Council reserves the right at any time before the commencement of the hiring of the Premises, to cancel the booking. In the event of the booking being cancelled by the Council, the Council shall not be liable for the payment of any compensation in respect of any claim made by the Hirer or any other person or body arising from the cancellation.

Where a fee is payable for the hire and the Hirer cancels the booking of the Premises less than 7 days prior to the booking date, the Council shall be entitled to obtain and retain the full fee payable.

#### 4. Failure to comply with Conditions of Hire

It is the responsibility of the Hirer/Organiser of the hire of the land to ensure that they, and any other person involved in the organisation of the event, have read, understood and comply with the Conditions of Hire.

In the event of the Hirer failing to observe and perform all or any of the Conditions of Hire which on his part are to be observed and performed, the Council shall be at liberty, notwithstanding the payment in advance of any charges, to enter upon the Premises and terminate the hiring without previous notice to the Hirer and the Hirer shall not be entitled in such an event to recover any such charge.

#### **CONDITIONS OF BOOKING/HIRE**

##### 1. Advertising

The Hirer must not advertise the event by way of fly posting. If any fly posting occurs for any hiring, the Council will be entitled to cancel the event forthwith. The Council also reserves the right to retain part or the entire hire fee, if applicable, in the event that an event is cancelled if fly posting has occurred.

The Hirer will be solely responsible for compliance with this condition and must instruct all other persons concerned with the event accordingly.

##### 2. Site Layout Plan

The Hirer must provide the Council with a detailed scaled site layout plan at least 6 weeks prior to the event, which must include entrances, emergency exits, location of all stalls, marquees, first aid provision, toilets, car parking, catering and programme of events.

##### 3. Appointed Person

The name of an Appointed Person responsible for Health and Safety matters in relation to the event must be provided on the Events Booking Form.

Each of the Conditions of Hire must be fully exercised for the duration of the hiring and should be drawn to the attention of the Appointed Person. The Appointed Person should not be the organiser of the event.

##### 4. Unauthorised Use, Sub-Letting or Assignment

No part of the Premises may be used for any purpose other than that for which it is hired, as stated on the Booking Form. The Hirer shall not sublet or assign or part with possession of the same, or any part thereof, to any other person(s).

##### 5. Caterers

Where the Hirer wishes to engage caterers to supply refreshments to the public, a full list of caterers must be provided to the Council's Environmental Services department, details on the Booking Form.

The Hirer must ensure that each caterer is registered as a food business with their local authority's Environmental Services department.

All caterers will be required to observe such instructions as may be given to them by the Council and will be required to remove and clear away all their articles and property immediately after the

period of hire has ceased, unless otherwise agreed by prior arrangement with the Council when making the booking.

Any arrangements with regard to access before the commencement of the period of hire shall be agreed in advance between the Hirer and the Council.

#### 6. Public Liability Insurance

The Hirer is responsible for ensuring that the Council is provided with a copy of the Hirer's Public Liability Insurance with a reputable insurer in relation to the Hiring when submitting the signed and completed Booking Form. The required cover will be a minimum of £5 million. Failure to produce a current insurance certificate for the required amount of cover will result in the termination of the Hiring.

If using electrical equipment, please ensure that your public liability insurance covers the use of electrical equipment.

#### 7. Indemnity

The Council and the Council's trading companies and their Officers, Agents and Servants shall not in any circumstances be responsible to the Hirer or any other person for the damage to or the loss, theft or removal of any property bought or left by any person in or upon any part of the Premises and the Hirer shall indemnify the Council against any actions and proceedings in respect of any damage, loss, theft or removal or any loss sustained by any person in consequence of such damage, theft or removal.

#### 8. Premises Licence/Temporary Event Notice /Intoxicating Liquors, Street Trading Consent

The Hirer must indicate on the Booking Form whether or not the majority of the event will comprise of music and/or dancing. If this is the case, then the Hirer must contact the Senior Licensing Officer, East Cambridgeshire District Council on (01353) 665555 at least 14 days in advance of the event. The Hirer will be responsible for the cost of obtaining the Temporary Event Notice.

The Council has obtained a Premise Licence in respect of Jubilee Gardens and Ely Park, Ely.

This Licence allows for varying activities such as live music, recorded music and the performance of dance between the hours of 06.00 hours and Midnight, but does not include the sale of alcohol. In the first instance, please check with the Council's Senior Licensing Officer to ascertain that the existing licence covers the entertainment you wish to hold, as this may save you having to apply for any other licence.

All other areas remain unlicensed. Therefore, intoxicating liquor may not be consumed or sold for consumption on the Premises unless an appropriate Temporary Event Notice has been obtained from the Licensing Officer – details above – and agreed on behalf of the Council.

In addition, please note that a Temporary Event Notice is only for up to a maximum of 500 people, including all staff and performers. Therefore, if the event is going to exceed this number and is not being held at either Ely Park or Jubilee Gardens, then the Hirer will be responsible for obtaining a Premises Licence. If this is the case, then an application for a Premises Licence must be made at least three months prior to the event.

You will also need a Street Trading Consent if you are planning to sell or offer for sale any goods/articles on a street within the Council's defined area. Further information and application forms can be found at <https://www.eastcamb.gov.uk/licensing/street-trading-consent>

## 9. General Regulations and Byelaws

The Hirer must observe any Byelaws enforced from time to time at the Premises, a copy of which are available for inspection from the Council's legal department.

The Council may choose to refer any event that may be considered to be supporting issues which may be sensitive to local communities or the Council to Councillors or Chief Executive for approval before permissions will be granted for organisers to hold their event.

## 10. Sanitary Accommodation

The Hirer is responsible for ensuring that adequate sanitary accommodation is provided to the satisfaction of the Council. Detailed below is the suggested provision: -

<b>For events with a gate opening time of 6 hours or more</b>		<b>For events with a gate opening time of less than 6 hours duration</b>	
Female	Male	Female	Male
1 toilet per 100 females	1 toilet per 500 males, plus 1 urinal per 150 males	1 toilet per 120 females	1 toilet per 600 males, plus 1 urinal per 175 males

The above figures may be too high for short duration/non peak period events such as country fairs, or too low for events with high levels of fluid consumption.

Consider accessible toilets for period with special needs, provide fixed and stable ramps where appropriate. Position facilities close to any area set aside for persons with special needs. It is suggested that one toilet with hand washing facilities is provided per 75 people with special needs.

Where possible, provide hand-washing facilities in the ratio of 1 per 5 toilets with no less than 1 hand washing facility per 10 toilets provided. Provide suitable hand drying facilities.

## 11. Stewards

Competent stewards must be provided for public safety at events, to the satisfaction of the Council. A health and safety risk assessment will help you establish the number of stewards necessary for your event. Locate stewards at key points such as barriers, pit areas, gangways, entrances, exits, mixer desk and delay towers. Other issues should be considered for the risk assessments such as previous experience of behaviour, uneven ground, presence of obstacles, length of perimeter fencing, stage barriers and provision of seating.

The main responsibility of stewards is crowd management. Stewards will be responsible for welcoming persons to the event and controlling the admission of persons to the event. However, if stewards are working on barriers, pit areas, etc. and keeping order on the Premises and removing any persons causing disorder from the Premises, then they will need to be Licensed Door Supervisors (SIA registered). If in doubt, please contact the Senior Licensing Officer – details as above at clause 8.

Stewards are also there to assist the emergency services if necessary.

For more guidance please refer to the Council's free publication available on the Council's website entitled "Guide to Organising Events in East Cambridgeshire" or the HSE Guidance on "Managing Crowds Safely" which can be found on the HSE website at

<http://www.hse.gov.uk/pubns/books/hsg154.htm>

## 12. Fire Brigade and Police

Please contact Cambridge Fire and Rescue Service, Prickwillow Road, Queen Adelaide, Ely, Cambridgeshire CB7 4FB and Ely Police Station with details of your event at least one month prior to the event taking place.

## 13. Parking

There is no public parking on the Premises under any circumstances. Public parking is provided in the nearest available car park to the Premises. Accordingly, the Hirer and any other person associated with the event should ensure that they adhere to the permitted hours, which apply to that particular car park as specified in the East Cambridgeshire off Street Parking Order. A large blue notice is affixed current in each car park outlining the provisions of the Order and the hours applicable to that car park.

Jubilee Gardens has limited access for vehicles to unload/load – this is strictly before 10 am and after 4 pm via the riverside. Vehicles must be driven at slow speed with hazard lights on. In between these times, access is via the back gate of The Maltings' staff car park. The Maltings must be informed of your event in advance so that they can arrange for the gate to be unlocked and locked again after your event. Please contact them directly.

No parking or driving of vehicles is allowed within two meters of any tree on the event area.

## 14. Emergencies and Reporting of Incidents

An evacuation procedure, public address system and telephone must be available for use in the event of an emergency, whereby all persons must leave the Premises immediately by the closest emergency exit. Stewards must all be fully aware of the evacuation procedure.

Any incident, accident or dangerous occurrence must be notified to the Events Officer as soon as is reasonably practicable and the appropriate enforcing authority as per The Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995. Information on RIDDOR can be found at <http://www.hse.gov.uk/riddor/>

## 15. Entrances and Exits

Ensure that entrances and exits are clearly signposted and operate efficiently. Consider the needs of children and people with special needs. Separate entrances and exits for pedestrian access routes from entry routes used by emergency services and concession vehicles.

Before the public enter the Premises for the event, ensure that checks are made of all fire and emergency facilities and that all exits are unlocked, escape routes are clear, any emergency lighting works, firefighting equipment and any alarms are in full working order, PA system for use in emergencies can be heard clearly in all parts of the venue.

## 16. Electrical Equipment

The Hirer must ensure that any electrical equipment used or brought onto the Premises carries a full PAT certificate which demonstrates that the electrical equipment is maintained correctly and has been subject to routine inspection and testing by a qualified electrical contractor.

All electrical equipment or fittings should be installed so that the public cannot interfere with it. Factors to consider include: -

- Location of any overhead power lines or buried cables
- Total power requirement for the site
- Use of generators (diesel generators only to be used on site)
- Positioning of temporary overhead or underground cables
- Location of any stages
- Special power supplies for some equipment e.g. 110v
- Power supplies for portable tools/equipment
- Electrical supplies of emergency lighting and exit signs
- Power supplies for first aid points, control room, catering
- Power supplies for heating and air conditioning

Jubilee Gardens has its own electrical supply in the electric box by the band stand. To obtain the key for the electric box please contact Open Spaces and Facilities on 01353 665555 or email [facilities@eastcamb.org.uk](mailto:facilities@eastcamb.org.uk). Return of the key must be pre-arranged with Open Spaces & Facilities in advance and a small charge for electricity may be made.

For further general information on electrical equipment and safety, please refer to the HSE Guidance Notes GS50 for Electrical Safety at Places of Entertainment and PM 32 for The Safe Use of Portable Electrical Apparatus, copies of which are available to view on the HSE website as above.

#### 17. First Aid

The Hirer is responsible for ensuring that the appropriate number of qualified First Aiders are in attendance at all times. All hires must have at least 2 qualified First Aiders and copies of First Aider's certificates should be forwarded when submitting the completed Booking Form and Risk Assessment, or at the latest within 14 days prior to the event. Detailed below is a suggested basic First Aid provision: -

Expected Attendance	First Aiders	First Aid Posts	Ambulances
500	2	1	-
3000	6	1	1
5000	8	1	1

For more specific guidance on the provision of first aid/medical cover for your event and for those events at which attendance is expected to exceed 5,000 persons, please refer to the HSE document entitled "The Event Safety Guide", a copy of which is available to view on the HSE website <http://www.hse.gov.uk/event-safety/>

#### 18. Changing Rooms

The use of changing rooms is entirely at the Hirer's risk and the Council shall not be liable for any loss or damage of any kind occasioned during such use.

#### 19. Cleaning/Making Good of Premises

All Premises shall be left in a clean and tidy condition to the satisfaction of the Parks and Open Spaces Team Leader and left free from litter. The Hirer should nominate one person to be responsible for inspecting the premises before and after the event to ensure that it is left in good repair. That person should liaise with the Parks and Open Spaces Team Leader before the event and

also arrange to meet him on site after the event, to check that everything is in order. Please call Open Spaces & Facilities on (01353) 665555.

When the bollards at Jubilee Gardens are removed for access, they must be replaced as soon as possible for the safety of pedestrians.

Any costs incurred by the Council in cleaning the Premises after the event will be payable on demand by the Hirer to the Council.

If extra bins and extra rubbish collections are likely to be required for your event, the Hirer must ensure that the Client Officer/Recycling Officer is contacted on (01353) 665555 prior to the event in order that he may make the necessary arrangements.

## 20. Disorderly Conduct and Damage

The Hirer is responsible for the preservation of order in the Premises throughout the period of hire. The Premises shall throughout such period be open to Officers from the Council, Police Officers and other Officers on duty who shall have full power to enforce the observance of these conditions and to take such steps as may be necessary for the preservation of peace and good order. The Council reserves the right to refuse admission or re-admission to the Premises or any part thereof in the event of disorderly behaviour.

The Hirer shall pay for all damage that may be done or occasioned to the Premises or fixtures, fittings, furniture, articles, equipment, utensils or other property of the Council during the period of Hire or otherwise arising out of the hire of the Premises or any part thereof. The Hirer shall also pay for all damage which may be occasioned to any other part(s) of the Premises and which arises out of the hiring. The Council's assessment of the extent and value of such damage shall be final.