

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, 1 month for small events and 10 working days for student filming. The Hirer must submit full details of the proposed event for approval.
2. The Hirer will need to provide a detailed site plan showing the layout of the event or route of the race, the location of any structures, emergency access points, marshals, first aid etc.
3. The Hirer may be asked to provide a traffic management plan covering parking management and the segregation of people and vehicles once in the park. This information can be included on the site plan and will need to show marshalling points, signage, speed restrictions, walk ways/protected routes, one way traffic movement, detail about how the traffic will be managed into and out of the park (traffic and safety issues due to queuing to pull off the road).
4. 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.
5. Filming may be limited to 2 days maximum on sensitive sites. This reduces damage to the site and complaints from the public using the sites as the disruption is limited and provides some public interest for a short while.
6. For any proposed event that will necessitate crowd control, the Hirer must present details of the proposed method of crowd control (including stewarding and barriers), to the Council for approval 8 weeks in advance and comply with the approval of our Safety Officer on the method of crowd control during the event. In addition, the licensee shall be required to complete and submit full event details to Waverley's Safety Advisory group and comply with the Council's Policy on the Safety of large events.
7. The Hirer is requested to notify the police and other appropriate emergency services of the proposed event.
8. The Hirer is responsible for adequate fire precautions and for the maintenance of clear exits for emergency vehicles and for seeing that none of the footpaths are blocked.
9. 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.



10. The Hirer shall comply with the reasonable requirements of any Environmental Health Officer of the Council in respect of the provision of toilet accommodation and other sanitary accommodation. Such requirements will usually be in accordance with the relevant British Standard.
11. The Hirer must conduct their own risk assessment undertaken by competent people, a written copy of which must be lodged with the Parks and Countryside Department at Waverley 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 omissions.
12. 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 Council will provide the Hirer with any information required by health & safety legislate.
13. 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 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.
14. 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.
15. The Hirer shall indemnify and keep indemnified the 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 Council, its servants or agents). The Hirer shall effect a third party policy of insurance to a minimum of £5Million per event; the Council reserves the right to require a higher limit if deemed necessary and in such terms as may be approved by the Risk and Insurance Manager.
16. Hirers will be required to produce evidence of their insurance cover together with that of any exhibitor, band/dance group, sub-contractor, caterer etc. whom they have instructed or authorised to appear at the event.
17. The Council does not accept any responsibility for any loss or damage to any property or possessions, however occurring, as a result of any use of the Council's property under this Licence, nor does it accept any responsibility for any injury to an person (including death) unless such loss, damage or injury has been caused by the Council or its employees or agents.
18. It is the responsibility of the Hirer to ensure that they have obtained all licences / consents relevant to the Letting, to include:-

- a. Compliance with all statutory requirements relating to the supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment under the Licensing Act 2003 and related secondary legislation, and ensure that nothing is done or omitted as to constitute an infringement of such statutory requirements.
 - b. The Hirer shall be responsible for all fees and charges due to any society (e.g. Performing Rights Society) as a consequence of its use of the Licence.
 - c. The Hirer shall not cause or permit any noise to be made by musical instruments or loud speakers or otherwise from 22:30 to 09:00 on any day of the week or during any such time that the Council may otherwise prescribe. Please Note: A licence may be required to play Live or Recorded Music at any time of the day.
19. The Hirer must notify the Waverley Borough Council Environmental Health Manager (01483 523436) at least 28 days before the event of any food handling to be carried out by the Letting. Also the Hirer must ensure that all stalls and vehicles selling food or drink comply with the Food Safety Act 1990 and any regulations made thereunder.
 20. Should the Hirer cancel after written confirmation of a firm booking has been given, the Hirer may 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.
 21. 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.
 22. 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.
 23. 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.
 24. The Hirer is responsible at all times for the organisation and smooth running of the event.
 25. Temporary structures must be constructed of sound materials and be suitable for their purpose and must be approved by The Parks and Countryside Department. 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.
 26. 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.
 27. No launching of "Helium" filled balloons on or from WBC owned land.



28. No launching of Chinese Lanterns on or from WBC owned land.
29. The Licensee shall observe the provisions of the Fireworks Act 2003 and the Fireworks Regulations 2004, which amongst other things restrict the time that fireworks can be set off.
30. The Council will not permit the use of any live animal(s) at any public performance, show or display on the Site without its express written consent having first been obtained by the Licensee.
31. In the event that consent referred to in clause 28. is given (such consent shall be at the sole discretion of the Council); the Council reserves the right to impose such conditions, as it deems necessary to protect the interests of the public and animal welfare.
32. No animals shall be given as prizes and no trading in pets and no gambling shall be allowed on the Site during the Letting.
33. Hire may be subject to payment of a fee or bond, the amount of which to be determined by The Parks and Countryside Department. 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.
34. No public address system is to be used without the approval of The Parks and Countryside Department.
35. The Hirer must comply with the direction of The Parks and Countryside Department at all times.
36. The Hirer must obtain all necessary clearances from and comply with all requirements of the Civil Aviation Authority and/or any other relevant body.
37. If the preparation and vacation of an event requires a Council Officer or Ranger outside the hours of 08:45 and 17:15 a fee may be payable.
38. If your application is successful, we may issue you with an access key to the park. No copies of this key should be made without prior consent of the Parks and Countryside Department. The loss of a key will result in a charge for replacement of £100.00.
39. To protect the parks, fitness training is not to take place on or within 3 metres of marked sports pitches or areas that may be temporarily fenced off in preparation for an event.
40. The Hirer must comply with any further requirements made by The Parks and Countryside Department in respect of this booking.
41. The 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.