

# Open Spaces Application and Conditions of Hire

You can fill this form in digitally, but please save it to your desktop and print or email the file to submit

Name of event \_\_\_\_\_

Event location \_\_\_\_\_

Event date \_\_\_\_\_

## Section one – The hirer / organiser details

Name of organisation \_\_\_\_\_

Event organiser/s \_\_\_\_\_

Contact address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone number (day) \_\_\_\_\_ Night \_\_\_\_\_

Mobile number \_\_\_\_\_

email address \_\_\_\_\_

## Section Two – Invoice Address and Contact Details

Invoice to be sent to (name) \_\_\_\_\_

Contact address \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone number (day) \_\_\_\_\_ Night \_\_\_\_\_

email address \_\_\_\_\_

## Section Three – Event Details

Description of proposed event \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Open Space Hire Details:

Events Start Time \_\_\_\_\_

Event Finish Time \_\_\_\_\_

Event Set Up and Close Down Time \_\_\_\_\_

Is this a (please tick one box only)

Charity event

Fund raising

Non – commercial

Community event

Commercial

For charity events – name of charity \_\_\_\_\_

Charity registration number \_\_\_\_\_

If you don't know your charity number, you can look it up here: [www.gov.uk/find-charity-information](http://www.gov.uk/find-charity-information)

Will all income raised go to the charity concerned

(please tick)

Yes

No

If no, please give details \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approximate number of people expected to attend (inclusive of staff, performers and members of the public)

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What entertainment are you planning? (Inflatables/ Music etc)

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**Catering/Alcohol**

Will the event be serving alcohol? (please tick)  Yes  No

If the answer is yes the event organiser will be required to apply for a premises license. Please see the event guidance for further details.

Will there be catering outlets? (please tick)  Yes  No

All catering outlets on Tamworth Borough Council Owned sites require a food hygiene rating of 4 or above. Event organisers will need to ensure that all caterers have a minimum of £5 million public liability insurance. To check ratings please visit: <http://ratings.food.gov.uk>

Full details of all catering units on site will need to be provided to Tamworth Borough Council.

## Section Four – Safeguarding

All local authorities, including district/borough councils in England, have a responsibility to safeguard and promote the welfare of children and adults who are at risk of abuse and neglect. Safeguarding children and adults who are at risk of abuse and neglect is everyone's responsibility. Unfortunately abuse of children and adults at risk can happen at any time, anywhere and be perpetrated by anyone. Abuse is not acceptable and must not be tolerated. Often children and adults at risk do not realise they are a victim of abuse, or are unable to protect themselves from harm. This is why it is important that action is taken and people know what to do when they have safeguarding concerns. It is paramount that all individuals working either directly or indirectly with children and adults at risk have an understanding of safeguarding commensurate to their role, and know how to report safeguarding concerns, in relation to children or adults at risk.

An organisation that is providing services or activities for children and young people under the age of 18 and/or adults at risk must have an appropriate up-to-date safeguarding policy and procedure.

A safeguarding policy makes clear to all what is required in relation to safeguarding children, young people and adults at risk. It helps to create a safe and positive environment for children and adults at risk, demonstrating that the organisation is taking its duty of care seriously. A safeguarding procedure provides clear step-by-step guidance on how to recognise abuse and neglect and how to respond to and refer safeguarding concerns.

## Associated Partners

It is intended that anyone who has indirect or irregular contact with children and/or adults at risk should have an understanding about safeguarding. Event hirers who contract third party suppliers must promote safeguarding to these suppliers

## Section Five – Insurance

- Event organisers are required to hold a current policy of insurance in respect of Public Liability or Third Party risks (including products liability where appropriate). The relevant limit of indemnity shall be an amount approved by the Council's Risk and Insurance Section and Legal Section. Under no circumstances shall this be less than £5 million and the Council reserves the right to require a higher limit if deemed necessary.
- Organisers 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/authorised to appear at the event.

### **Note:**

All documentation must be produced before the event. Failure to comply may result in the Council refusing to grant permission for the holding of the event.

## Section Six - Emergency Services

You are requested to notify the Police and other appropriate emergency services a minimum of three months before the date of purposed event. You must produce evidence of the notification before the event. Failure to comply shall result in the Council refusing to grant permission for the event.

Please indicate contact made:

Police

Ambulance service

First Aid Provision

Fire

(see nominated contact sheet)

Other: \_\_\_\_\_

Please give details of who you spoke to and the outcome:

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Please supply details of the first aid cover to be provided:

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## Section Seven – Requirements and Declaration

Where appropriate a detailed site plan showing the positions of stalls, marquees, arena, exhibition units, car parking etc. and list of programme items is required. In respect of races etc a detailed route plan, which must also show location of route marshals, must be provided.

In addition if any mobile catering units, temporary structures or fairground rides are coming on site, Tamworth Borough Council requests contact information, nature of business and relevant health and safety information. Tamworth Borough Council reserves the right to refuse entry to any supplier or contractor if it is unhappy with their safety records or operating procedures.

This must be forwarded at least 12 weeks prior to the event.

You must now read through and accept the terms and conditions of hire, include the following documents and sign the declaration on the final page.

- Certificate of Public Liability Insurance
- Programme of events
- Event management plan
- Safety management plan
- Site plan
- Appropriate risk assessments eg crowd control,safeguarding etc.
- Appropriate safeguarding policy (see Section 9 of Conditions of Hire)

Please return the completed form, together with any supporting documentation, to:

Arts and Events Development Officer,  
Marmion House, Lichfield Street, Tamworth, Staffordshire B79 7BZ  
Taroutdoorevents@tamworth.gov.uk

# Conditions of Hire

**1 The person making the application shall be deemed to be the hirer for the purposes of these conditions. The hirer must be over the age of 18.**

## **2 Refusal of Booking and Cancellation**

any booking. The Council will repay any deposits paid on cancellation of a hiring less any costs incurred by the Council. However, the Council will not be liable for any expenditure incurred or loss sustained directly or indirectly because of such cancellations.

Cancellation by the hirer of a booking must be in writing. On cancellation of the booking the hirer shall be liable to the Council for the whole of the hire charge, together with any additional expenses incurred by the Council, subject to the discretionary power of the Corporate Director (Growth, Assets and the Environment) to vary this provision in appropriate cases.

Hirers who for any reason fail to notify the Arts and Events Development Officer in writing of cancellation a minimum of 28 days before the proposed event date shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.

Substitution and amendments of the nature of the booking must be notified in writing to the Arts and Events Development Officer who reserves the right either to cancel the booking or amend the hire fee as he/she considers appropriate. In the event of such cancellation, the hirer shall be liable as stated above.

The Council accepts no responsibility for the non-arrival by the due date of application forms, remittances or cancellations.

The Council shall have the right to cancel any booking forthwith in the event that the grounds or surrounding areas are affected by an emergency of any kind or unforeseen circumstances. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council's sole discretion.

The Council reserves the right to vary the conditions of the agreement between the Council and the hirer at any time on seven days notice. Any variations so made shall be deemed to be incorporated in these conditions. The hirer may, within seven days of receipt of such notice, terminate this agreement and will receive a full refund of the security deposit for ground hire.

## **3 Payment**

Payment of all fees and charges must be made in full prior at least 28 days prior to the event taking place. If payment is not received the Council reserves the right to cancel the booking immediately.

The hirer will be liable for the full cost of the provision of any services (where available) by the Council, over and above the hire charge for the event e.g. waste management etc. Quotations for such services will be sourced from the appropriate Council departments

For charity events the Council requires a copy of the charity's accountant information within 30 days of the event to ensure that money raised is sent to designated charities. This is to ensure that the money raised is directed without delay to the charities concerned, and to reduce the risk of fraud or misappropriation of funds.

## 4 Deposit

- 4.1 A security deposit may be requested and should be paid to the Council 28 days prior to the event, which will be forfeited in the event of any damage or loss to the Grounds, [or loss of keys in respect of removable bollards etc.] or held as part payment if necessary. The hirer will be liable for the full costs of any damage and reinstatement. Should this exceed the deposit the Council will issue an account.

## 5 Use of the Grounds/Bandstand

- 5.1 All applications for usage of Tamworth Borough Council Open Spaces must be made in writing on forms available from the Arts and Events Development Officer. In all cases the application form should be returned duly signed and completed to the Arts and Events Development Officer at least three months prior to the date of hiring.
- 5.2 The hirer is directly responsible for notifying the emergency services about the event a minimum of three months prior to the event. A copy of correspondence shall be made available to the Council.
- 5.3 The hirer shall keep the Grounds clean and tidy and shall ensure that the area is regularly litter picked during the event. The hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are discharged. Please visit [www.gov.uk/government/publications/code-of-practice-on-litter-and-refuse](http://www.gov.uk/government/publications/code-of-practice-on-litter-and-refuse)
- 5.4 All litter and refuse generated by the event shall be removed from the Grounds by the hirer at the hirer's cost. Waste is to be removed by someone who holds a waste transfer license.
- 5.5 The hirer must at all times take good care of the grounds and will be responsible for any damage to the used area. Any damage must be paid for and the Council will issue an account to the hirer for the cost of the damage and reinstatement.
- 5.6 The property of the hirer and the hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Arts and Events Development Officer. The Council accepts no responsibility for any property left on the grounds before, during or after the hire period. The Council shall dispose of any property that is left by the hirer in or upon the Grounds after the period of hire. The hirer shall repay to the Council on demand the costs of such disposal.
- 5.7 If the hirer fails to perform any of its obligations set out above the Council reserves the right to perform any such obligations. Any costs incurred by the Council in the performance of such obligations shall be borne by the hirer.
- 5.8 The hirer is responsible for the administration, organisation and running of the event and for having sufficient stewards and officials to fulfil these conditions. Details for this must be provided in the Event management plan.
- 5.9 The hirer is responsible for the supervision and control of event participants, officials, visitors and spectators.
- 5.10 The hirer shall not be permitted to remove or obscure Council notices or placards displayed on the grounds without the prior written consent of the Council.



- 5.11 Where the Council has agreed that the Grounds shall be used for any fun fair rides and/or other amusements, including inflatables, the hirer shall supply full details of all side shows and rides 3 months prior to the due date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication HSE (2007) Fairgrounds and Amusement Parks, Guidance on Safe Practice <http://www.hse.gov.uk/pUbns/priced/hsg175.pdf> published by the Health and Safety Executive, and all other statutory requirements. The hirer must provide insurance details, public liability insurance and current test certificates for Health and Safety, which will include an annual in-service inspection and where applicable these should be displayed.
- 5.12 The Council reserve the right to require the hirer to provide, at the hirer's own expense, temporary sanitary accommodation at such a level as deemed reasonable by the Outdoor Events Coordinator as per current regulations.
- 5.13 The hirer agrees that where the grounds are to be used in the dark, the hirer will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 5.14 The hirer shall not bring into the grounds any article of an inflammable or explosive character or which produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.
- 5.15 The hirer shall obtain approval from the Council for the use of generators at the event. If such approval shall be granted, the hirer must ensure that any generators permitted at the event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 5.16 The hirer shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the grounds without the prior written consent of the Council.
- 5.17 The hirer shall repay to the Council on demand the cost, as certified by the Outdoor Events Coordinator, of reinstating, repairing or replacing or cleansing any part of Council property in the venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final.
- 5.18 The arrangements for parking of vehicles and the position of all booths, tents, platforms, stalls and other structures shall be subject to the prior approval of the Corporate Director (Growth, Assets and Environment). Appropriate plans shall be submitted indicating the positions 28 days prior to the event.
- 5.19 If the hirer wishes to arrange the preparation or sale of food or drink, the approval of the Council must be obtained. The following information must be provided with the application
- Trading name;
  - Name of the Local Authority with whom they are registered;
  - The nature of the food business
  - Confirmation that their latest rating is 3 or above (3, 4 or 5) <http://ratings.food.gov.uk>
- Unrated food businesses or businesses which have ratings 0, 1 or 2 will not be permitted to supply food and or drink at events.
- 5.20 The hours of operation will require to be agreed in advance with the Outdoor Events Coordinator.
- 5.21 Tamworth Borough Council would advise potential hirers to trace buried underground utility apparatus using a cable avoidance tool and receive guidance from energy suppliers. Tamworth Borough Council will not accept any liability if this is not undertaken and an accident of injury occurs.

## 6 Right of Entry

- 6.1 Authorised Council officers shall be permitted entry to the Grounds at all times during the period of hire.
- 6.2 The Council reserves the right to refuse admission to or evict any person from the Grounds.
- 6.3 The Council reserves the right to fix a maximum limit for the number of persons attending the event.
- 6.4 The hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the grounds. Visitors or members of the public will not be allowed to park or drive on any part of the grounds without prior permission.

## 7 Permits and Licences

- 7.1 The hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise 3 months before the event may take place and shall produce to the Council copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council shall cancel the booking forthwith and all costs associated therewith shall be paid by the hirer.

Licences, permits, consents you may require include:

- Premises licence – for the provision of alcohol, regulated entertainment, or late night refreshment. See [www.tamworth.gov.uk/alcohol-and-entertainment-licences](http://www.tamworth.gov.uk/alcohol-and-entertainment-licences) for further information
- Temporary Event Notice - for the provision of alcohol, regulated entertainment, or late night refreshment. See [www.tamworth.gov.uk/alcohol-and-entertainment-licences](http://www.tamworth.gov.uk/alcohol-and-entertainment-licences) for further information
- Street Collection Permit – to collect money or sell articles for the benefit of charity. See [www.tamworth.gov.uk/street-collection-permit](http://www.tamworth.gov.uk/street-collection-permit)
- Waste transfer licence See [www.gov.uk/guidance/waste-environmental-permits](http://www.gov.uk/guidance/waste-environmental-permits) for further information.
- PRS
- PPL

- 7.2 When promoting the event, the hirer will be responsible for exhibiting all necessary permits during the event.
- 7.3 Nothing shall be done by the hirer that shall or may contravene the terms and conditions of any licence, permit and/or licences or consent issued in respect of the Grounds.

## 8 Health and Safety

- 8.1 The hirer agrees to undertake a risk assessment for the event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the event and while preparing and clearing the grounds for the event. (For further information see Health and Safety Executive website; <http://www.hse.gov.uk/index.htm>)
- 8.2 The hirer will be required to produce 3 months before the event, risk assessments to the Council in respect of any exhibitor, ground entertainer, sub-contractor, caterer etc. which the hirer has instructed or authorised to appear at the event.
- 8.3 If any accidents, dangerous occurrences occur during the tenure of the event, where necessary, the hirer shall comply with the reporting requirements of RIDDOR (Reporting Injuries, Diseases and Dangerous Occurrences Regulations 2013) see <http://hse.gov.uk/riddor/report.htm> Additionally, the hirer shall inform the Arts and Events development Officer of any accidents or serious incidents.

## 9 Safeguarding Requirements

- 9.1 The hirer agrees to provide a copy of their organisation's safeguarding policy.
- 9.2 The hirer confirms that all staff and volunteers have received appropriate and up-to-date safeguarding training.
- 9.3 Where the hirer contracts the services of third party suppliers, for example mobile catering units, children's entertainers etc, the hirer will distribute a safeguarding information factsheet to third party suppliers (available from Tamworth Borough Council event staff) and confirm that the suppliers are willing to adhere to the safeguarding requirements.
- 9.4 The hirer will ensure that all staff and volunteers working at the event are identifiable as a staff member or volunteer by wearing visible and legible identity badges and relevant staff attire.

## 10 Indemnity and Insurance

- 9.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the grounds.
- 9.2 The hirer is responsible for all safety aspects of the grounds prior to, during or subsequent to the event and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the grounds.

Please complete the following declaration and return with application form.

- Documents attached:
- Certificate of Public Liability Insurance
  - Programme of events
  - Event management plan
  - Safety management plan
  - Site plan
  - Appropriate risk assessments eg crowd control,safeguarding etc.
  - Organisation safeguarding policy
  - Health and Safety Certificate (if appropriate)
  - Letters to emergency services (copies)

I have read and understood these conditions and agree to be bound by them. If permission is granted for the event, I hereby agree to comply with the conditions set out in this form and any departmental terms and conditions and all reasonable instructions given by all authorised Officers of the Council.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of organisation or company: \_\_\_\_\_

Position with organisation or company: \_\_\_\_\_

Contact address: \_\_\_\_\_

Daytime contact telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Tamworth Borough Council**  
Outdoor Events, Marmion House,  
Lichfield Street, Tamworth, Staffordshire B79 7BZ.