

Runnymede Borough Council

Terms and Conditions of Hire of Open Spaces

Date 7 December 2023

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1 – Definitions and Interpretation

- 1.1 “Conditions” means these Booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.2 “Council” and “The Council” means the Runnymede Borough Council and includes its successors in title.
- 1.3 “Due Date” means 28 days prior to the date of the Event.
- 1.4 “Event” means the purpose for which the Venue has been booked and includes any set-up and set-down time required.
- 1.5 “Hirer” means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below. This Booking is personal to the Hirer and may not be transferred or sublet to any other person.
- 1.6 “Corporate Head of Environmental Services ” means the Council’s Corporate Head of Environmental Services or equivalent role in title for the time being of the Council, or their duly authorised officer (s).
- 1.7 “Venue” means the location booked for the Event including the immediate surrounding area open to the public.
- 1.8 The “Booking” grants the Hirer the right to use the Venue on a specified date(s) and time(s) for the sole purpose of the ‘Event’, as agreed by the Council.
- 1.9 “Written Notice” is not to include email communication.
- 1.10 “Fun fair” and “fairground” means any fairground ride or similar plant designed to be in motion for entertainment purposes with members of the public on or inside it or any plant which is designed to be used by members of the public for entertainment purposes either as a slide or for bouncing upon, and includes swings, dodgems and other plant which is designed to be in motion wholly or partly under the control of, or to be put in motion by a member of the public
- 1.11 “Amusement Device” includes fairground rides, transportable structures entered by the public (e.g., haunted houses, arcades, tents and booths) and shooting galleries where hazardous projectiles are fired. Examples include, but are not limited to arcade, boats/pedalos, mobile climbing wall, coin-operated amusement device, funhouse with moving floors and slides, hoopla and similar stalls, hot dog stall, candy floss stall, self-drive vehicles e.g., dodgems or karts, shooting gallery (with either hazardous or non-hazardous projectiles), simulator, slide (e.g., helter skelter or astroslide), walk through (eg haunted house, horror maze, mirror maze), Wall of Death, water walkers.

2 - Payment and Deposit

Payment

- 2.01. When the Council agrees a hire, an invoice will be raised for the fee. Payment of the fee must be made in full within 14 days of the date of the invoice.
- 2.02. Payment of any additional fees must be made in full at least 28 days prior to the date of the Event.
- 2.03. If payment is not received in full by the stated date, the Council shall have the right to cancel the Booking immediately.
- 2.04. The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g., electricity, water, marking of pitches etc. over and above the hire charge for the Event.

Deposit

- 2.05. When the Council agrees a hire, an invoice will be raised for a deposit. Payment of the deposit must be made in full within 14 days of the date of the invoice.
- 2.06. Payment of any additional deposits must be made in full at least 28 days prior to the date of the Event.
- 2.07. If payment is not received in full by the stated date, the Council shall have the right to cancel the Booking immediately.
- 2.08. In the event of any damage or loss to the Venue, [including loss of keys in respect of removable bollards etc.] all or part of the deposit will be forfeited to make good any such damage or loss.
- 2.09. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an invoice.

3 - Refusal of Booking and Cancellation

Refusal of Booking and cancellation by the Council

- 2.10. The Council reserves the right to refuse any application for the hiring of a Venue without being required to give any reason for such refusal.
- 3.01. If payment of the fee and/or deposit is not received in full by the stated date, the Council shall have the right to cancel the Booking immediately.
- 3.02. If the Hirer fails to prove to the Council's satisfaction that the Event will be run safely, this may lead to the hire agreement being cancelled.
- 3.03. The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any deposits paid within 28 days of the cancellation but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 3.04. The Council shall have the right to, at short notice, cancel any Booking forthwith in the event of an emergency or in any other circumstances where it is deemed necessary. This may include but is not limited to extreme weather, raised terror threat levels or unforeseen damage to or closure of all or part of the Venue. At its discretion the Council will consider refunding part or all of any fees and charges already paid by the Hirer in respect of the Booking.

Cancellation by the Hirer

- 3.05. Notice of cancellation of the Booking by the Hirer must be given to the Council on at least four weeks' Written Notice sent by signed-for/tracked delivery and addressed to the Council's Corporate Head of Environmental Services. The effective date of the notice will be four weeks from the date of service. The date of service is deemed to be three working days from the date the notice is sent by the Hirer.
- 3.06. If cancellation of the Booking by the Hirer is made in accordance with clause 3.4 above, the Council will repay any deposits paid within 28 days but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 3.07. If cancellation of the Booking by the Hirer is not made in accordance with clause 3.4 above, 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 Head of Environmental Services to vary this provision in appropriate cases.

- 3.08. Substitution and amendments to the Booking must be notified on four weeks' Written Notice sent by recorded delivery and addressed to the Council's Corporate Head of Environmental Services. The effective date of the notice will be four weeks from the date of service. The date of service is deemed to be three working days from the date the notice is sent by the Hirer. Upon receipt of such notice, the Corporate Head of Environmental Services 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 in clause 3.5 above.
- 3.09. The Council does not accept responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.

4 - Use of the Venue

Access

- 4.01. The Hirer is only permitted access to the Venue for the purposes of the Event at the times agreed with the Council.
- 4.02. Vehicular access and egress for the emergency services to the Venue **must** be maintained at all times during the Event.
- 4.03. Where possible the Venue shall remain accessible for public use during the Event. Closure of any areas must be agreed with the Council beforehand. In addition, the Hirer shall ensure that the Event takes place in a manner that is considerate and respectful of other users of the Venue.
- 4.04. The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue.
- 4.05. The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath or public right of way located within the Venue.
- 4.06. Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire for inspection purposes or checking adherence to these and other Conditions.

People

- 4.07. The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 4.08. The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 4.09. It is the responsibility of the Hirer to liaise with the Council's Corporate Head of Environmental Services and the Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Corporate Head of Environmental Services, Surrey County Council and the Police regarding traffic management.
- 4.10. The Council reserves the right to refuse admission to or evict any person from the Venue.
- 4.11. The Council reserves the right to set a maximum limit for the number of persons attending the Event.

The Venue

- 4.12. The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not.
- 4.13. The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the Event.
- 4.14. The Hirer shall ensure that cricket squares and any other area so specified by the Council, are appropriately protected for the duration of the Event.
- 4.15. Adequate ground protection (boarding and/or stillages) must be placed under all items of heavy plant or other similar items of machinery to protect the ground surface(s) from damage.
- 4.16. Drip trays and/or bunds must be placed beneath all items of heavy plant or any device which could allow liquids to seep/drain onto the Council's land.
- 4.17. The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 4.18. The Hirer shall not interfere with or attach anything to any item of park furniture e.g., trees, fences, benches or play equipment without consent from the Council.
- 4.19. 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 Venue without the prior written consent of the Council.
- 4.20. The Hirer must not remove or obscure Council notices, signage or placards displayed on the Venue without the prior written consent of the Council.
- 4.21. The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 4.22. If the Hirer fails to perform any of its obligations set out in Clauses 4.12 to 4.21 inclusive, the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.

High-flying objects

- 4.23. The Hirer must obtain prior consent from the Council and notify the Civil Aviation Authority if the Event will involve release of high flying objects or laser displays. The release of balloons and sky lanterns is strictly prohibited.
- 4.24. Use of drones, model aircraft and 'small unmanned aircraft' [defined by the Civil Aviation Authority as anything under 20kg in weight], is only permitted with prior consent from the Council. These and all other activities of this nature [including use of 'larger unmanned aircraft' defined by the Civil Aviation Authority as being above 20kg in weight] shall be in accordance with the Air Navigation Order (2016) or other legislation replacing/superseding this at the time of the Event. Any additional permissions required from the Civil Aviation Authority for such activities must be in place, and will be the responsibility of the Hirer to check and obtain.
- 4.25. If drones are to be used for filming purposes, the Hirer must also apply for a filming licence. Please see [Filming in Runnymede – Runnymede Borough Council](#) for more information.

Other

- 4.26. The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved, unless previously agreed with the Council.

- 4.27. If your Event is to be held at Englefield Green, consent is required from Crown Estates and the Englefield Green Committee need to approve the application.
- 4.28. 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 Corporate Head of Environmental Services. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.

5 - Prohibitions - Things you are *not* permitted to do

- 5.01. The Hirer shall not stage or engage in any activities, e.g. catering, stalls, raffles and any other fund raising/income earning activities, that have not been stated on the original application form, without the prior written consent of the Council.
- 5.02. No commercial traders are permitted to trade at the Event without the prior written consent of the Council.
- 5.03. Due to the risk of fire, barbecues and all forms of cooking with naked flames are strictly prohibited, except under special arrangement.
- 5.04. The release of sky lanterns is strictly prohibited under all circumstances due to the risk of fire and the adverse effect on the environment.
- 5.05. Balloon releases are strictly prohibited under all circumstances due to the adverse effect on the environment.
- 5.06. Under the Animal Welfare Act 2006, it is an offence to give an animal as a prize to anyone under the age of 16, unless accompanied by an adult. No animal, fish, bird or other creature is to be given away as a prize at this Event to any person, regardless of their age.

6 - Health & Safety

- 6.01. The Hirer is legally responsible for ensuring all health and safety legislation relevant to Event staff, participants and the general public, is complied with during the Event. This includes the Construction (Design and Management) Regulations 2015.

Risk Assessment

- 6.02. The Hirer agrees to undertake a risk assessment of their activities to determine the control measures to avoid risk or reduce risk to acceptable levels and produce an appropriate safety plan as required for the Event, by the Council. These documents must be provided to the Council at least 12 weeks prior to the first day of the hire period..
- 6.03. The Hirer should ensure that the risk assessment is completed by a competent person, which could be someone from your organisation and does not necessarily an external health and safety consultant.
- 6.04. [Guidance](#) and a [sample template](#) you can use to record your risk assessment can be obtained from the Council's website. You are not obliged to refer to this guidance nor are you obliged to use this template.
- 6.05. The Hirer is responsible for ensuring that all participant organisations and contractors provide their own risk assessments and/or method statements where necessary. If requested, these must be provided to the Council.

Fire Risk Assessment

- 6.06. The Hirer must undertake a fire risk assessment for the Event and provide a copy of this to the Council at least 12 weeks prior to the first day of the hire period.
- 6.07. The Hirer shall ensure that all fire risks at the Event are identified and managed appropriately.
- 6.08. [Guidance](#) and a [sample template](#) you can use to record your fire risk assessment can be obtained from the Council's website, however you are not obliged to use this template

First Aid Provision

- 6.09. The Hirer must arrange adequate First Aid provision for the entirety of the Event, having regards to the nature of the Event, the activities taking place, the location and the duration of the Event.
- 6.10. The Hirer must provide a documented first aid plan to the Council least 12 weeks prior to the first day of the hire period.

Safety Advisory Group (SAG)

- 6.11. The SAG seeks to assure that Event organisers have planned for emergencies that might occur and that this is reflected in your documents.
- 6.12. The organiser(s) may be requested to attend one or more meetings of the SAG.
- 6.13. The purpose of SAG meetings is to discuss the Event in advance to help Event organisers consider all aspects of safety planning to ensure that the Event runs safely.

7 - Indemnity and Insurance

- 7.01. 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 Venue.
- 7.02. The Hirer is responsible for all safety aspects of the Venue 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 Venue.
- 7.03. The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.

Public Liability Insurance

- 7.04. The Hirer agrees to take out a policy of Public Liability Insurance [including products liability where appropriate] with a limit of indemnity at such level as required by the Council [currently a minimum of £5 million (five million pounds)] and produce satisfactory documentary evidence of such insurance to the Council. no less than 14 (fourteen) working days before the Event.
- 7.05. The Hirer will be required to produce satisfactory documentary evidence of the existence of Public Liability Insurance with a limit of indemnity at such level as required by the Council [currently a minimum of £5 million (five million pounds)] in respect of any contractors, performers, exhibitors, caterers and any other organisation operating in some capacity as part of the Event exhibitor, ground entertainer, sub-contractor, caterer or other participant which the Hirer has instructed or authorised to appear at the Event no less than 14 (fourteen) working days before the Event.

- 7.06. Failure to provide proof of insurance cover as required under clauses 8.4 and 8.5 no less than 14 (fourteen) working days before the Event **may lead to cancellation of the Event.**
- 7.07. If the Council does not receive a copy of the policy/policies no less than 14 (fourteen) working days before the Event, **the Council reserves the right to cancel the Event.**
- 7.08. Please note approval of the insurance policy by the Council does not operate as any form of guarantee of the adequacy or enforceability of the policy.

Satisfactory documentary evidence of the existence of Public Liability Insurance

- 7.09. Runnymede Borough Council will NOT accept an insurance Schedule alone; only an Insurance Policy Certificate or a 'Dear Sirs/To Whom It May Concern' Confirmation letter (a Confirmation Letter is an official letter or document of an agreement that has been arranged between the two parties for the type of cover required) is acceptable.
- 7.10. An Insurance Policy Certificate or a 'Dear Sirs/To Whom It May Concern' Confirmation letter must include:
- the details of the insurer and the insured policy reference
 - The name of the Insured, which must be your name or the name of your organisation
 - A clear reference to the policy being PUBLIC liability Insurance (not Employers' Liability or otherwise)
 - A limit of indemnity of at least £5 million.
 - a policy start date *on or before* the Event date
 - a policy expiry date *on or after* the Event date
 - details of the cover type and breakdown with significant information, such as exemptions and clauses.
 - A confirmation letter must be signed and dated on letterheaded paper.
- 7.11. The Council will not accept any of the following as proof of insurance:
- Policy schedule
 - Policy wording and summary
 - Statement of Fact
 - Terms and Conditions
 - Invoice and / or Receipt
 - Insurance Application and/or Quote
 - Renewal proposal
- 7.12. The Hirer and all participants should inform their insurance companies that the Event is taking place.
- 7.13. You should check insurance policies to ensure all your planned activities are covered. For example, use of inflatables (e.g., bouncy castles) is often excluded from standard policies.
- 7.14. Depending upon the nature of your organisation and the proposed Event, other insurances may also be required.
- 7.15. If a performer or participant does not have their own Public Liability insurance, do not assume that they will be covered by your (the Organiser's/Hirer's) insurance policy – contact your insurers to clarify the situation.
- 7.16. You are advised to make absolutely certain that your Organisation's insurance policy will cover you against any liability under this indemnity. It might be the case that the organisers of the Event and/or the Managing Committee of your Organisation may be held to be personally liable for any incident arising out of the Event.

Employers' Liability Insurance

7.17. With certain exceptions, any business or organisation with employees is required by law to have Employers' Liability insurance. As an Event organiser it is recommended that you check that contractors, stallholders etc. have this in place.

8 - Fun Fairs, Fairground Rides and Amusement Devices

- 8.01. Some activities will require specialist consideration and permission to be granted, examples are given below. It is advisable to seek guidance from the Council if you are unsure whether a particular activity is permitted. Remember to record details of these in the risk assessment and/or Event Management Plan.
- 8.02. The Council must be notified **at least 3 months in advance** if funfair rides are proposed as part of the Event. As a minimum you will need to obtain copies of the following documentation from the operator and provide them to the Council:
- Public liability insurance with a minimum limit of indemnity of £10 million for each ride stall and device.
 - Risk assessments for **each** ride, stall and device.
 - **Amusement Devices Inspection Procedures Scheme (ADIPS)** or other relevant safety certification where necessary for all rides, stalls and devices.
 - Inspection logbook for all rides, stalls and devices. It is also advisable to check the HSE website for any prohibition/improvement notices served against specific rides or operators or alternatively request a copy of their accident record.
- 8.03. You may also consider collecting further information from funfair operators, for example weights (to ensure that the weight of the rides/vehicles does not damage underground pipes etc.), dimensions (to ensure they will be able to access the site and there is adequate space for the rides to operate safely), the number of people allowed on a ride and details of the vehicles being brought on site. We have provided a template you may wish to use to record and keep track of these for each ride, stall or device.
- 8.04. Consider access to the Venue for large vehicles, and the siting of individual attractions to ensure they are a safe distance apart. Attractions should be inspected before opening and then daily if the Event lasts more than one day. Ride operators/attendants will need to be suitably trained and you should request to see evidence of this.
- 8.05. Best practice on fairground operation is detailed in Fairgrounds and amusement parks: Guidance on safe practice, published free of charge on the [HSE website](#).
- 8.06. Drip trays must be placed beneath all items of heavy plant, fairground equipment or any device which could allow liquids to seep/drain onto the Council's land.
- 8.07. Adequate ground protection (boarding and/or stillages) must be placed under all items of heavy plant, fairground equipment or other similar items of machinery to protect the surface(s) from damage.

9 - Inflatables and Bouncy Castles

- 9.01. Hirers/Event organisers wishing to operate inflatable bouncing devices (e.g., bouncy castles, slide etc.) must obtain a copy of the best practice guidance relating to the duties of the controller and operation and follow its instructions. The guidance can be found on the [Professional Inflatable Play Association \(PIPA \) website](#)
- 9.02. The organiser must obtain proof that all inflatable equipment has tested and approved under the PIPA scheme or other relevant safety certification in place and conforms to BS EN 14960. Further information is available on the [PIPA](#) and [HSE websites](#). You

- will be required to supply copies of these along with insurance and risk assessments for the devices to the Council. Please see the [timescales for providing this information](#).
- 9.03. The equipment should be inspected for safety before use and supervised by a responsible, trained person. Failing this, operating instructions obtained from the supplier and followed by a suitably responsible person is adequate.
 - 9.04. Remember that weather conditions, in particular high winds, may make it unsafe to use inflatables so this should be monitored using appropriate equipment, such as an anemometer at all times. The HSE has published guidance for operating inflatable devices on its [website](#).
 - 9.05. Inflatable bouncing devices must not be used in the rain.
 - 9.06. You should check insurance policies to ensure the use of inflatables is covered by the policy, as inflatables are often not included in standard policies.
 - 9.07. The Council reserves the right to ban the use of inflatable bouncing devices, although it is stressed that the responsibility for allowing the use of such equipment rests with the Event organisers.

10 - Fireworks

- 10.01. If the Event includes fireworks, the Fireworks Act 2003 and the Fireworks Regulations 2004, must be complied with. In addition, the Council imposes stricter conditions than those set out in the Act and the Regulations.
- 10.02. Fireworks displays must be completed by 10pm in the months between May and September and by 9pm in the months between October and April.
- 10.03. Only low-noise displays are permitted.
- 10.04. Consideration must be given to local residents, pets and wildlife.
- 10.05. Fall out zones and spectator viewing areas should be defined, taking into account the nature of the Venue and surrounding area. Specialist contractors should be hired to perform displays and consideration given to curtailment of a display in the event of extreme weather.
- 10.06. The area must be cleared of all dead fireworks and other debris immediately after the Event. If this is not possible due to light levels on the evening of the display, then a return visit the morning after in daylight should be planned, so all debris is cleared, at the latest, by noon on that day.
- 10.07. The HSE have information on their website. Guidance on firework displays has been produced by the Confederation of British Industry Explosives Interest Group (CBI EIG) has produced two publications, the Blue Firework Guide "[Working Together on Fireworks Displays](#)" aimed at professional firework display organisers and operators and the Red Firework Guide "[Giving Your Own Firework Display](#)" for non-professionals.

11 - Advertisements

- 11.01. No advertising material may be issued, nor tickets sold until such time as a binding agreement to hire has been made on payment of the hire charge [and issue of a hiring permit.]
- 11.02. Advertising material of any form may only be displayed within the Venue before the Event with prior agreement from the Council. Any such material must be removed upon vacating the Venue at the end of the Event
- 11.03. No advertising material is to be displayed anywhere on the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

- 11.04. Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.
- 11.05. Please contact the Council's Planning department for advice on planning regulations regarding advertising your Event at planning@runnymede.gov.uk
- 11.06. Any literature, publicity, or promotional materials, which are produced for the Event, should acknowledge the assistance provided by Runnymede Borough Council.
- 11.07. The Council reserves the right to display publicity material at the Event without charge.

12 - Permits and Licences

- 12.01. The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the Booking forthwith.
- 12.02. A Temporary Events Notice (TEN) may be required for licensable activities (including the sale of alcohol, hot food and drink served after 11pm live music, recorded music) to take place at an Event with fewer than 500 attendees, lasting no more than seven days. See our [website](#) for more information.
- 12.03. The sale or consumption of alcoholic drinks is strictly prohibited without the appropriate licences.
- 12.04. The Hirer will be responsible for exhibiting all necessary permits during the Event.
- 12.05. 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 Venue.

Collections and Lotteries

- 12.06. No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Council.
- 12.07. Permission from the Council is also required for charitable collections to take place and a street collection permit will be issued for this.
- 12.08. Where raffle tickets are being sold in advance, this may need to be registered with the Council as a small society lottery. a lotteries licence may be required. A fee may be charged for a licence, and you will need to apply well in advance of the Event.

13 - Toilets, Sanitation and Welfare Facilities

- 13.01. Sanitary arrangements are the responsibility of the Organisers but must also be agreed with the Green Space team in advance.
- 13.02. The Hirer must ensure that there are adequate toilets and handwashing facilities for the expected number of workers, volunteers and attendees, including accessible facilities for people who are disabled. The Purple Guide states "There is no direct legal requirement under the Health and Safety at Work etc Act 1974 (HSWA) to provide toilets and wash facilities for non-employees. Similarly, health and safety law does not prescribe numbers and types of toilets and wash facilities for use by an audience. However, supply of adequate toilet and washing facilities is important in

the prevention of health risks. Lack of sufficient provision may also result in crowd disorder.”

- 13.03. The Hirer must ensure that all users of the Venue have unrestricted access to any permanent public toilet facilities located within the Venue during the Event, unless consent to close such facilities is otherwise agreed by the Council.
- 13.04. The Council reserve the right to require the Hirer to provide, at their own expense, temporary welfare facilities, including accessible facilities for people who are disabled, at such a level as deemed reasonable by the Corporate Head of Environmental Services.

14 - Litter, Refuse and Waste

- 14.01. Arrangements will need to be made for waste disposal and rubbish clearance both during and after the Event. Additional bins may need to be provided and individuals designated specific responsibilities for emptying rubbish bins and litter picking.
- 14.02. The Hirer is responsible for the clearance of all litter and refuse generated by the Event shall be removed from the Venue by the Hirer.
- 14.03. The Council can arrange for bin bags to be supplied and for waste and recycling bins to be delivered, emptied and removed. Charges will be payable for this service.
- 14.04. Litter clearance must be completed as soon as practicable after the Event and in any case within five days and must be to the satisfaction of the Council’s Green Space team, who can be contacted on 01932 425686 or at openspace@runnymede.gov.uk
- 14.05. Depending on the amount of waste generated, a specialist contractor may need to be hired to remove it from site at the end of the Event.
- 14.06. Any litter and refuse generated by the Event that has not been removed from the Venue by the Hirer will be removed by the Council and the costs incurred will be recharged to the Hirer.
- 14.07. The Hirer shall ensure that the Council’s obligations under the [Waste Duty of Care Code of Practice](#) are discharged.
- 14.08. The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.

15 - Reinstatement

- 15.01. The Organisers are responsible for the re-instatement of any damage to the site arising from the Event.
- 15.02. Re-instatement must be completed as soon as practicable after the Event and in any case within five days and must be to the satisfaction of the Council’s Green Space team, who can be contacted on 01932 425686 or at openspace@runnymede.gov.uk.
- 15.03. The Hirer shall repay to the Council on demand the cost, as certified by the Corporate Head of Environmental Services of reinstating, repairing or replacing or cleansing any part of or 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.

16 - Music and Noise

- 16.01. The Hirer shall ensure that no unreasonable noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- 16.02. The use of any public address system at the Event must be first agreed in writing by the Council. It must be operated so as not to cause a noise nuisance and is not permitted to be played later than 9pm, unless otherwise agreed eg as part of an application for fireworks. Any necessary licences must be obtained by the Hirer.
- 16.03. Sound levels should be tested beforehand and monitored at regular intervals throughout the Event to ensure they do not become excessive.
- 16.04. The Hirer will inform local residents of the Event beforehand if there will be loud noise, and particularly if it will cause disruption over several days.
- 16.05. When using fireworks, only **low-noise displays** are permitted.
- 16.06. When using generators, the layout of the site must be agreed in advance with the Council to reduce noise nuisance.

17 - Catering

- 17.01. The sale or consumption of alcoholic drinks is strictly prohibited without the appropriate licences.
- 17.02. A Temporary Events Notice (TEN) may be required for licensable activities (including the sale of alcohol, hot food and drink served after 11pm, live music, recorded music) to take place at an Event with fewer than 500 attendees, lasting no more than seven days. See our [website](#) for more information.
- 17.03. The Hirer/hiring organisation is responsible for ensuring that the sale of refreshments and foodstuffs is discharged in accordance with the appropriate legislation, including, but not limited to the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto. It would be advisable for you to contact our Environmental Health team (telephone 01932 838383 or environmentalhealth@runnymede.gov.uk) concerning this element of your Event. See the [Council's website](#) for further information.
- 17.04. No Hirer may undertake their own catering in the Venue except with the prior written consent of the Council.
- 17.05. All caterers at the Event must be registered as a food business with their Local Authority, and must have a food hygiene rating score of at least 3.
- 17.06. The Hirer/hiring organisation and all caterers at the Event must comply fully with any requirements and/or instructions of Runnymede Borough Council's Environmental Health team.
- 17.07. Caterers using equipment to provide hot food must have a fire blanket or an appropriate fire extinguisher on their stall AND the caterer's staff must have been trained how to use this firefighting equipment.
- 17.08. Catering providers using heat must undertake a fire risk assessment. CFOA, the Chief Fire Officers' Association has produced a [template for a fire risk assessment](#) for food concessions.

18 - Electricity, Power and Generators

- 18.01. 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 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.

- 18.02. All electricity supply cables must be covered with adequate ramping and protection.
- 18.03. Cables must not be buried in the ground unless specific agreement, in writing, is made with the Green Space team.
- 18.04. The layout of the site must be agreed in advance to reduce noise nuisance from generators.
- 18.05. The Council is committed to a zero harm approach to health and safety issues and support the use of diesel generators over petrol models. Petrol generators can overheat and if required to be refilled with fuel during the day create a clear and present fire hazard and potential harm to the individual or Event.
- 18.06. The Council would prefer only diesel generators used on our property. Where petrol models are to be used we expect to see a risk assessment, emergency plan and “no refuelling policy” in place.
- 18.07. There must not be any hot re-fuelling of generators.

19 - Transport, Traffic Management and Parking

- 19.01. The Organisers must liaise with Surrey County Council's Highways Section (email address events@surreycc.gov.uk or telephone number 03456 009 009), concerning traffic management, signage, and parking arrangements.
- 19.02. If you require any road closures, you must apply to Surrey County Council at least 12 weeks in advance. More information is on the [Surrey County Council website](#).
- 19.03. Please note that we have been advised by Surrey County Council Highways that they need to see and agree to a full traffic management plan by an approved traffic management company which will be employed to carry out the preparation of the plan and the installation of traffic management for this Event.
- 19.04. Should any Public Footpath be obstructed as a result of the Event, Diversion Orders must be obtained from Surrey County Council. (their telephone number is 03456 009 009) Please note that it is a statutory requirement that at least six weeks' notice of a Diversion Order request is needed.
- 19.05. Where it has been necessary to make a road closure order the Hirer shall ensure that any road closure equipment provided by the Highway Authority is not moved and shall maintain the integrity of the closure.
- 19.06. If you wish to land a helicopter on the land, you must apply separately for a licence to do so.

20 - Safeguarding

- 20.01. The Hirer must consider what safeguarding issues may arise at the Event e.g., will children or other vulnerable groups be involved and put in place appropriate measures to mitigate these.
- 20.02. A formal process for dealing with lost or found children or other vulnerable persons must be established, documented and communicated to stewards and Event staff.

21 - Emergency Services

- 21.01. Your Organisation is responsible for ensuring that the Police are informed of the Event and consulted on signing and parking arrangements. You are expected to comply with any instructions the Police may provide.

21.02. You must ensure that access to the Venue is kept clear for emergency services.

22 - Filming, Broadcasting and Television

- 22.01. The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the period of hire without the prior written consent of the Council. Please see our [website](#) for more information.
- 22.02. If such consent is given, the Council reserves the right to be a party to any negotiations and the terms and Conditions of any agreements reached and to share any income and publicity derived therefrom.
- 22.03. If drones are to be used for filming purposes, the Hirer must apply for a filming licence. Please see our [website](#) for more information.

23 - Property Not Removed After the Hiring Period

- 23.01. The Council may remove and store any property that is left by the Hirer in or upon the Venue after the period of hire. The Hirer shall repay the Council on demand the costs of such removal and storage.
- 23.02. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage.
- 23.03. The Council is entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the hiring not claimed within 28 days. The proceeds of sale shall be retained by the Council.

24 - Variations to Agreement

- 24.01. The Council reserves the right to vary the Conditions of the agreement between the Council and the Hirer at any time on 7 days' notice if, in the opinion of Environmental Services, the ground conditions warrant such action.
- 24.02. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

Assignment

- 24.03. The Booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

For all information contained within this document contact:

Runnymede Borough Council
The Civic Centre
Station Road
Addlestone
Surrey KT15 2AH

Tel 01932 838383

email: events@runnymede.gov.uk

www.runnymede.gov.uk

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