



SHAFTESBURY TOWN COUNCIL

Hire of Council Land Policy and Hire Pack

Please read the documents enclosed then complete and return where necessary.

DATE ADOPTED: 26th June 2018

Review date: June 2019

Section 1 Conditions of Use

- 1.1 Please take time to read through these conditions and familiarise yourself with them as they form the basis of the agreement between Shaftesbury Town Council and the hirer.

Section 2 Event Participation List

- 2.1 This is a list of all other groups or entities that are taking part in the event but operate on their own, not under the organisers direction or as part of their organisation. Examples would be entertainment & rides, bar & catering facilities, businesses & exhibitors, community group stallholders, charities etc.

Section 3 Site Plan

- 3.1 A site layout plan is not mandatory but recommended for most large events and can help manage site access and plan activities on the day. The council can also use it to advise on the best location for each element intended. This can be drawn by hand if necessary.

Section 4 Risk Assessment

- 4.1 A Risk Assessment is required to ensure that you have considered how people may interact with your event, it's structures and anything that could potentially cause issue and require managing.

Section 5 Public Liability Insurance

- 5.1 This section contains tips which will help you to identify the correct policy documentation that is mandatory for the event to happen.

Section 6 Help, Guidance & Further information

Section 1 **Conditions of Use for Events on Public Land**

- 1.1 The **Council's decision** on any matter affecting the use of the Land by the hirer, any damage arising from such use and any costs incurred as a result of that use shall be final and binding on both the Council and the hirer.
- 1.2 The Hirer shall **fully indemnify** the Council against all claims of any kind whatsoever, attributable to or arising out of the Hirer's use of the Land.
- 1.3 To observe all **relevant laws, regulations, statutes and licenses** relating to the Land and its use for staging the Event including but not limited to observance of the Regulations contained in Town and Country Planning (Control of Advertisements) (England) Regulations 2007, the Highways Act 1980 and the Copyright, Designs and Patents Act 1988 in relation to the Event. Failure to comply with the said legislation may lead to criminal prosecution.
- 1.4 The Hirer shall ensure that **no nuisance, annoyance or inconvenience** of any kind whatsoever shall be caused to the Council or owners or occupiers of adjoining or neighbouring properties caused directly or indirectly by the Hirer's use of the Land. To this end all commercial lets must end no later than 10.00 pm Sunday to Friday and 11.00 pm on Saturdays.
- 1.5 **Access to the Land** for the general public must not be restricted in any way unless by written consent of the Council. This does not restrict the right of the Hirer to offer for sale any tickets or programmes to view or attend the Event.
- 1.6 The Hirer shall make **no charge** to the general public wishing to gain access to the Land except by written permission of the Council.
- 1.7 It is the Hirer's responsibility to provide adequate **toilet** facilities and to liaise with the Wessex Water for water provision on the Land where necessary.
- 1.8 The Hirer shall pay any expenses incurred by the Council in carrying out any work necessary in **preparing the Land** for use by the Hirer including the erection of barriers and fences.
- 1.9 In no circumstances shall Equipment be taken on to the Land when the **state of the ground** is such that damage is likely to be caused or inconvenience is caused to the public, save that nothing contained in this clause shall effect the responsibility of the Hirer under clauses 2, 16 & 18.
- 1.10 Equipment shall not be taken on to the Land earlier than **four days before** the commencement of the Period of Use without written permission from the Council.
- 1.11 All Equipment must be removed from the Land by the end of the **second day after** the expiry of the Period of Use. The Council may charge for each day over the permitted Period of Use the Hirer occupies the Land as well as any expenses incurred restoring the Land to its condition prior to the Period of Use.

- 1.12 The Hirer shall ensure that **no vehicles** whatsoever other than the Equipment are permitted to enter or **remain upon the Land** without prior written approval from the Council.
- 1.13 The Hirer will be held responsible for the cost of the Council **restoring the Land** to its condition immediately prior to the Period of Use, the repairing of any damage to the Land arising out of the Hirer's use and the clearing of litter and debris not cleared away by the Hirer to the satisfaction of the Council by not later than noon on the day after the period of use. Any costs arising from any default under this clause shall be enforced against myself and or the Hirer on whose behalf I sign and accept these Conditions of Use.
- 1.14 Not less than 16 days prior to the commencement of the period of use, the hirer shall provide to the Council a **Site plan showing the positioning** of all erections, vehicles, caravans, appliances and any other Equipment to be used in connection with the running of the event, (hereinafter collectively referred to as the "Equipment"), together with Public Liability Insurance documents and test certificates (e.g. ADIPS) for all rides to be approved by the Council, including those used as living quarters by the staff of the Hirer.
- 1.15 The Council may require either the **alteration of the positions** or removal of the Equipment from the Land.
- 1.16 The Hirer shall effect **Public Liability Insurance** with a minimum indemnity limit of not less than £5m (five million pounds) in respect of anyone in an Accident. The Council's interest must be noted in the Policy and the Insurance must indemnify the Council in respect of any liability that the Council may incur for personal injury or damage to property, sustained as a result of the use of the Land by the Hirer.
- 1.17 The Hirer must **provide evidence of insurance** cover as requested by the Council not less than 16 days prior to commencement of the period of use, and Insurance must be arranged for ALL facilities that will be provided on site during the hire period.
- 1.18 The Council's **Town Clerk** or officer delegated by the Town Clerk shall be allowed access at any time onto the Land to carry out inspections and any decisions made by the Officer regarding safety and fitness of use will be binding. If it is necessary for the Council's Officer to make more than one visit to the site, the hirer will be responsible for bearing any additional cost. The Hirer shall ensure that the Officer inspects the Land before the public are allowed access onto the Land.
- 1.19 The Council may refuse permission for travelling fairs and circuses to be sighted on the Land unless **Certificates of Fitness** relating to every ride in the fair can be produced. Each such Certificate must be valid for the period of hire with Shaftesbury Town Council & produced with Insurance documents not less than 16 days prior to hire, as outlined in 14 above.
- 1.20 When employing **fairground contractors**, precautions must be taken against damage caused to the Council's property from oil etc. that may be discharged from the fairground machines and that sawdust or similar material should be used to protect the turf.

- 1.21 The hirers must satisfy themselves that the **operators of fairground machines** have adequate public liability insurance cover for injuries to third parties.
- 1.22 Notification of the **intention to employ** fairground contractors or to use Equipment usually used by funfairs, in connection with the use of the Land must be given to the Council at least fourteen days prior to the commencement of the period of use. The Council has absolute discretion to permit or prohibit such actions.
- 1.23 **Pyrotechnics** (including fireworks, stunt performances etc.) will not be permitted at any event without prior written permission of Shaftesbury Town Council. This permission will only be considered following a detailed risk assessment being provided by the event organiser, at least 6 weeks prior to the date of the event.
- 1.24 **No fires** shall be allowed without prior written approval from the Council.

Section 2 Event Participation List and Check-sheet

Name of Event.....

Main Contact.....Telephone Number.....

Event Date.....Location.....

	Name of participant/ exhibitor/ group/ organisation:	Operator Activity type: <i>caterer, entertainment, stall holder, inflatable, fairground ride, band, etc</i>	Public Liability Insurance Policy?	Risk Assessment completed?	Safety Test Certificate required/ provided?
#	<i>Example Local Resident Association</i>	<i>Example Inflatable</i>	<i>Example Yes. Public for £5million</i>	<i>Example Yes completed</i>	<i>Example: ADIPS document attached</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Section 3 Site Layout Plan (insert here if applicable)

Section 4 Risk Assessment Template

Ref No.	Hazard Identified <i>Eg Tent ropes, gas canisters, vehicles, machinery</i>	Affecting Who: <i>Public, Employees, Volunteers, Children, Pets etc</i>	Existing Controls: <i>Signage, hi-vis clothing, fire extinguishers, test certificates</i>	Controls Required: <i>Roped off areas, dedicated staff, site training, risk assessment</i>	Risk: <i>Low/ Medium/ High</i>	Person Responsible: <i>Name, position</i>	Date Completed:

Section 5 Public Liability Insurance Criteria

All participants must have their own Public Liability Insurance unless cover has been specifically arranged on the organisers policy.

Shaftesbury Town Council will NOT accept an insurance schedule alone; only an *Insurance Policy Certificate* or a *'To Whom It May Concern'* Confirmation letter, covering the details below is acceptable..

- Name of you/your organisation
- States **PUBLIC** liability (not Employers or otherwise) for minimum £5million cover

Confirmation Letter / Policy Certificate is an official letter or document of an agreement that has been arranged between the two parties for the type of cover required.

It will always include:

- details of the insurer & the insured
- policy reference
- With a policy expiry date **after** the event date
- cover type & breakdown with significant information, such as exemptions & clauses
- and be signed & dated on letter headed paper

Documentation types not accepted alone, supplementary information only:

Policy Schedule - this is just an outline of cover that is scheduled to be provided including individual requests and personal circumstances that would be insured under the agreement, and not confirmation that any legal agreement has actually been made or still exists.

Policy Wording & Summary - These are the actual legal statements or iterations of the [generic] policy elements that the insurer offers, but again not confirmation an individual policy was agreed.

Statement of Fact - this are the details of cover required, as submitted on application to the insurer, to obtain the policy.

Terms & Conditions - the agreement arrangement between the insurer and the insured to do business....not an insurance policy document.

Invoice & Receipt - a request for payment for the policy; does not show payment actually made or policy agreed, and even a receipt does not guarantee the policy was created or agreed.

Application & Quote - Request for a policy from insurer and suitable policy offer only. Of note:

Policy Number - a policy number does not guarantee a current existing legal arrangement. They are created as individual accounts are requested and are not representative of the agreement as a policy can exist with a number but never have been confirmed by either party, or cancelled after the event.

*Email - some insurance companies do not provide Certificates or Confirmation Letters as standard with initial documentation, **but all will send one on request.** It is becoming more common for companies to send by email or just an email stating you are insured, these are completely fine.*

Organisers Policy – The event organizer insurance policy does not cover individual activities unless specifically requested and arranged with the insurer; each operators must have own Public Liability insurance policy.

Section 6 Schedule of Charges

Event fees and charges

The charge varies from site to site and in addition to the daily hire charge a separate fixed price of £30 including VAT will apply to cover the administrative tasks involved in checking the applications and raising the permit to use the land.

The cost covers the exclusive use of the space, general administrative charges to process your booking and officer time and the use of electricity and water.

Additional charges will apply if you require street traders or other licences via the local District or County Council.

50% of the value of the booking at the time of booking and balance to be paid within 6 weeks prior to the first day of the event.

Event fees and charges

DESCRIPTION	FEE – DAILY RATE INC VAT
Shaftesbury Community organisations (NOT-FOR-PROFIT)	Free
Shaftesbury Charitable organisations (NOT-FOR-PROFIT)	Free
Non - Shaftesbury Community organisations (NOT-FOR-PROFIT)	£250
Non - Shaftesbury Charitable organisations (NOT-FOR-PROFIT)	£250
Commercial events – daily rate	
Small event = 0-99	£250
Medium = 100-499	£500
Large event = 500-4999	£750
Extra Large = 5000+	£1000
Cancellation fee (applicable to all bookings) *EXCLUDING cancellation when an act of god occurs	See below
The charge is for each day the land is in use which includes set up and close down days so if the event is held over 3 days and a set up day is required the fee will be charged for 4 days use	

CANCELLATION POLICY	
Six weeks prior to the event	10% of total fee
Five weeks prior to the event	20% of total fee
Less than five weeks	50% of total fee
Less than two weeks	100% of total fee

SUPPLEMENTARY INFORMATION – fees apply on all Council owned land
Barton Hill
Park Walk
Castle Green
St James Park
Wincombe recreation ground
Enmore Green

Section 7 Help, Guidance & Further Information.

* * IMPORTANT NOTICE * *

All documentation, including the signed contract, must be provided to Shaftesbury Town Council at least: **16 days prior to the event.**

It is the event organiser's responsibility to ensure that all relevant documentation including the Event Participation List, Site Plan and Risk Assessments provided are correct. Any errors or omissions may result in the council preventing certain activities taking place or even cancellation of the whole event.

If you wish to speak to one of our officers, have questions about a site or for general information regarding holding an event please contact 01747 852420.

For advice on Licencing please see <https://www.dorsetforyou.gov.uk/business-consumers-licences/business-consumers-and-licenses.aspx?folderIds=5535,10363,15986>

Internal use only

Date documentation received:

Name of Officer:.....