



## TERMS & CONDITIONS OF HIRE OF PUBLIC OPEN SPACES

### GENERAL

1. These provisions concern the use of public open spaces administered by Billingshurst Parish Council (hereinafter referred to as 'the Council'), in connection with organised events.
2. The Council has a Fee for Hire of Open Spaces Policy which includes information on the cash deposit required for the hire period. Details of such charges will be notified on first enquiry or when applications are received. Such sum will be returnable to the hirer subject to a deduction of any expenses incurred by the Council in respect of making good any damage to the Council's land or property caused by the event.
3. Car parking on site is subject to the discretion of the Parish Clerk & Office Manager on behalf of the Council and is determined according to the nature of the event and the time of year in which the hirer wishes the event to take place. In order to avoid damage to the Council's land and/or property by reason of adverse weather conditions which have occurred prior to the event taking place, the Council may withdraw such parking provision. Please note: Applications for events on Council land between September and March each year which require vehicles being taken onto grassed areas will automatically be refused.
4. The Organiser shall be responsible for reinstating the site forthwith on the termination of the event and shall remove all refuse/litter. In particular, any holes created by the erection of fencing, or by any other cause, shall be filled in and any ruts/fuel spillages etc cleared up with the site being left in a clean, tidy and safe condition for all users.
5. When hiring Council land, the hirer is expected to observe exemplary standards of behaviour and conduct with regard to safeguarding children and vulnerable adults. The hirer is responsible for being fully aware of issues concerning the safeguarding of children and vulnerable adults. Any possible risks involved in proposed activities must be considered by the hirer and appropriate action must be taken to protect everyone involved.
6. These conditions of hire are subject to the hirer familiarising themselves with the Council's bylaws and undertaking that their event does not in any way contravene Council bylaws.

7. Any hirer of open space, undertakes to ensure that no living creature is put on display for offer as a prize at any event held on public open space land.
8. The Council may at any time require the cancellation, postponement or modification of the event should such action be necessary in order to avoid damage to the Council's land and/or property by reason of adverse weather conditions which have occurred prior to the event taking place. In this event, the Council will not be liable to pay compensation to the hirer.
9. The Council may in its absolute discretion refuse to permit any event to take place without being obliged to state reasons therefore.

**CONDITIONS OF HIRE**

1. Any charges for the use of Council land (including the deposit) are payable in cash on the date stated in the specific terms and conditions letter sent to hirers, but in all cases, no later than 14 days prior to the event.
2. The hirer will provide a Health & Safety Risk Assessment specific to the event to be emailed to the Parish Office on the date stated in the specific terms and conditions letter sent to hirers. In all cases, no later than 14 days prior to the event.
3. The hirer will provide an Event Management Plan specific to the event including a layout plan of the site to be emailed to the Parish Office on the date stated in the specific terms and conditions letter sent to hirers. In all cases, no later than 14 days prior to the event.
4. The hirer will provide an up to date copy of their public liability insurance certificate which must be valid on the date of the event and include any set up/take down dates as required. Any hire of Council land is subject to the public liability insurances indemnifying the Council against all third party claims arising from the event. If the hirer has other stalls/exhibitors etc (as in the case of the Billingshurst Show), then the hirer shall ensure that each other party is aware of and adheres to these conditions of hire.

By completing and signing below, the hirer/organiser agrees to these Terms & Conditions of Hire.

Name or Organiser: .....

Group, Club or Organisation: .....

Date: .....