

Hiring a Park or Open Space for Events

Terms and Conditions of Hire

1. The Hirer must submit an event application form and full details of the proposed event for approval by the Park Events Policy Officer, Commercial Services. Applications for events will only be considered if submitted within a reasonable time period i.e. not later than 12 months for major events, 9 months for medium sized events and 1 month for small events.
2. The Hirer will need to provide a detailed site plan showing the position of the event on the park, 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 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.
4. The Hirer is responsible for the organisation and smooth running of the event at all times.
5. Hire will be subject to payment of a park hire fee. This is payable before the event. Should the Hirer cancel after written confirmation of a firm booking has been given, the Hirer will be liable for 20% of the total hire charge or the minimum event fee whichever is the greater. Cancellations must be in writing, or the full hire charge will be payable.
6. Hire may be subject to payment of a bond. The bond must be received at least one month before the event is due to take place. The bond will be returned to the Hirer after the event, less any reinstatement costs.
7. The Hirer may be asked to provide a detailed Event Management Plan.
8. For events with over 1000 people or for events of an unusual nature, the Hirer may be asked to present details of the event to the Safety Advisory Group (SAG) and comply with the Council's policy on the safety of large events.
9. The Hirer is requested to notify the police and other appropriate emergency services of the proposed event particularly if more than 1000 people are expected to attend or if your event activities are of an unusual nature. For example, balloon launches.
10. 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.
11. The Hirer must conduct their own site-specific risk assessment undertaken by competent people. A written copy of which must be lodged with the Park Events Policy Officer, Commercial Services, 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 risk assessment must consider that sites are public open spaces.
13. The Hirer may be asked to provide a Method statement to include details such as:
 - a. how you will prevent access onto sensitive areas

- b. how you will deal with the public as the site is open access
 - c. general site supervision
 - d. how you would limit damage to the area you are using
14. 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, walkways/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).
 15. 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.
 16. The Hirer must ensure that first aid and equipment is provided and that all precautions are taken against the risk of fire and electric shock.
 17. 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.
 18. The Hirer must follow and comply with HSE guidance and legislation relating to bouncy castles and other inflatables.
 19. The Hirer is 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 must be no less than £5 million. The Council reserves the right to require a higher limit if deemed necessary. The Hirer will be required to produce evidence of their Public Liability 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.
 20. 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 affect 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.
 21. 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 a person (including death) unless such loss, damage or injury has been caused by the Council or its employees or agents.
 22. It is the responsibility of the Hirer to ensure that they have obtained any necessary licences and consents relevant to their event, to include but not limited to:
 - 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. Compliance with street trading licensing, charitable collection licences and any other required licence.

- c. The Hirer shall be responsible for all fees and charges due to any society (e.g. Performing Rights Society) because of its use of the Licence.
 - d. The Hirer shall apply for any necessary planning permissions and road closure notices.
 - e. The Hirer shall not cause or permit any noise to be made by musical instruments or loudspeakers 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.
- 23.** The Food Safety Act 1990 and several regulations and codes of practice govern the sale of food. These are enforced within the Borough by Environmental Health & Licensing Services. The regulations require any food outlets to be registered with the Council and is the Hirer's responsibility to notify the Environmental Health & Licensing Services Team at least 2 months before the event.
- 24.** 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.
- 25.** The Hirer must ensure that adequate parking arrangements are made for vehicles attending the event. Parking is restricted to areas set aside within the site plan and with the prior approval of the Events Policy Officer, Commercial Services. Any parking to highway areas is covered by traffic regulations and may result in parking fines as directed by law.
- 26.** Vehicular access, driving and parking on the park is only permitted with the prior approval of the Park Events Policy Officer.
- 27.** No items or vehicles may be parked or stored on land owned by The Council without approval from the Park Events Policy Officer.
- 28.** 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.
- 29.** For hirers of Stoke Park there is to be no parking or advertising of any kind within the Spectrum Leisure Centre complex without the prior agreement of the managing body Freedom Leisure. Evidence to support any permission given will be requested.
- 30.** 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, or the full hire charge will be payable.
- 31.** 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).
- 32.** 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.
- 33.** No posters, board signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the park without consent from the Parks Policy Officer, Commercial Services.
- 34.** Temporary structures must be constructed of sound materials and be suitable for their purpose and must be approved by The Council. See HSE guidance to help those organising events to manage

safe erection, use and deconstruction of temporary demountable Structures (TDS). The Hirer is responsible at all times (day and night) for the security and supervision of these structures.

35. Planning permission may be required for the use of floodlighting (other than for security purposes) and structures. The Hirer must notify Environmental Health and Licensing Services at least 2 months before the event. Structures are unlikely to be permitted on common land (under the Commons Act) even if temporary.
36. 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.
37. No launching of "Helium" filled balloons or Sky Lanterns from Council owned land.
38. No animals shall be given as prizes and no trading in pets and no gambling shall be allowed on the site during the Letting.
39. 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 from the Parks Policy Officer, Commercial Services.
40. The Council will not permit the use of any fireworks without the express written permission from the Parks Policy Offer, Commercial Services. If permission is granted for the use of fireworks, the Hirer 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. The Council reserves the right to impose such conditions, as it deems necessary to protect the interests of the public and animal welfare.
41. No public address system or the playing of music is to be used without the approval of the Parks Policy Officer, Commercial Services.
42. The Hirer must obtain all necessary clearances from and comply with all requirements of the Civil Aviation Authority and/or any other relevant body if the activity requires.
43. If the preparation and vacation of an event requires a Council Officer or Park Ranger outside the hours of 08:45 and 17:15 a fee may be payable.
44. 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.
45. The Hirer must have plans in place to protect the space they are using. Driving on the park is not permitted without permission. To protect sports pitches, fitness training & other event activities must not take place within 3 meters of marked sports pitches or areas that may be temporarily fenced off. To protect the trees, we ask you to keep at least two meters away from the outer canopy of the trees. To protect the park's infrastructure, please do not use the fencing, goal posts, benches etc for your activity. To protect the countryside, please keep to the pathways and follow the Countryside Code.
46. On sensitive sites (SSSIs) we may require the Hirer to employ a suitably qualified person to carry out any necessary ecological surveys and prepare a conservation and mitigation plan. Activity may be limited in duration on sensitive sites.
47. The Council will not allow content that is contrary to the management aims and use of the site or the Council's policies and responsibilities.
48. All events will be subject to the Council's own terms and conditions which will be outlined in the Event Confirmation document.
49. The right to use the land is for the Hirer only and cannot be assigned or shared with any other party.

50. The Hirers event application forms part of the park hire agreement. It is the responsibility of the Hirer to keep the event application form undated. Should any detail change once the application has been submitted, please inform the Parks Policy Officer, Commercial Services.
51. The council accepts that the Hirer will own the copyright and all other rights of every kind in and to the film and audio and audio-visual recordings and photographs made in or about the premises.
52. The Hirer must comply with the direction of the Park Events Policy Officer, Commercial Services, Parks & Streetscene Team and Parks & Countryside Team.
53. The Hirer shall comply with the reasonable requirements of any Environmental Health Officer of the Council.
54. The Council reserves the right to cancel the hiring if details are not submitted in a timely way, if there is a breach of any of the foregoing conditions, or if the arrangements are deemed unsatisfactory.

General Data Protection Regulation (GDPR)

Applications for events, balloon launches, fitness/PE sessions, theatre, bandstand concerts and filming events will be processed by Guildford Borough Council Parks & Leisure Services.

Personal data and company information will be kept on file for a period of up to three years and will not be shared with anyone or any other organisation outside of Guildford Borough Council. Risk assessments and public liability insurance information will remain on file.

Guildford Borough Council will use your information to administer events in Guildford's parks and will contact you for the following reasons:

1. To discuss, request further information, acknowledge and confirm your event.
2. We may need to inform others of your events/activities if they are likely to impact on others. This does not include your personal information.
3. Guildford Borough Council and Visit Guildford will promote Castle Grounds events including bandstand concerts and outdoor theatre performances. Marketing methods include flyers, posters, social media and website. The public enquiry contact information that you have provided will be included.
4. We will contact you to invite you to apply to hire a park for your outdoor event or to remain on our contact list before your details are deleted from our records.

Contact

Guildford Borough Council
Millmead House
Millmead
Guildford
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