

Conditions of Hire for hiring a Greenspace, the Sons of Rest buildings and Gheluvelt Bandstand (September 2017)

General Conditions

1. **METHOD OF BOOKING:** The applicant should complete the Event Enquiry Form on our website www.worcester.gov.uk/holding-an-event-in-a-green-space with as much detail as possible. The applicant should also refer to 'What to Expect' on the webpage to determine what other information we will need.
2. **APPROVAL OF BOOKING:** The applicant will be informed in writing if their booking has been approved as soon as possible after the necessary paperwork has been completed. Please note the City Council reserves the right to:-
 - a. Refuse applications for hiring of City Council premises without being required to give any reasons for such a refusal.
 - b. Terminate or prohibit the use of facilities at its discretion without previous notice to the applicant. The Council shall not be liable for any loss or expenditure incurred by the applicant arising out of such termination or prohibition.
 - c. Request that the applicant produces a copy of the approval letter at the event if required by an officer on production of an ID card.
3. **METHOD OF PAYMENT:**

ONE OFF EVENTS – The applicant will be invoiced for the agreed fee after the event/activity. Please note that Worcester City Council reserves the right to make an additional charge to the applicant to recover such costs as may be necessary.

BLOCK BOOKINGS – The applicant will be invoiced for the total hire charge for the period indicated on the booking form prior to the commencement of the first booking. Fees and charges will be reviewed from April each year and any price increase is usually in line with inflation.
4. **CANCELLATION OF BOOKINGS:** Cancellation of bookings by the applicant must be given at least 7 days prior to the booking *in writing*. Failure to give this notice of cancellation will result in liability for payment in full. Should unforeseen circumstances render the building or greenspace unavailable, Worcester City Council are entitled, on giving as much notice as possible to the applicant, to cancel any hiring previously made. In such case the applicant shall have the option of engaging the rooms on some other day to be agreed by Worcester City Council or have returned to him/her any payment made to Worcester City Council in respect of the hiring. Worcester City Council shall not be liable to pay any compensation in respect of the cancellation or alteration of the hiring by Worcester City Council.
5. **USE OF FACILITIES:** The applicant shall be the person named on either the Event Enquiry Form or if required the Event Application Form and shall be solely responsible for ensuring that his/her organisation/club/family complies with these conditions and any other directions given by the Community Engagement Team. It is the responsibility of the applicant to liaise with Worcester City employees on site regarding accessing the buildings/greenspace. All persons connected with the organisation/club/family and their visitors will conduct themselves in a proper and correct manner. The applicant is responsible for ensuring that the building/greenspace is left in a safe manner, all debris disposed of and any damage reinstated. The building/greenspace shall not be used for any other purpose other than the purpose for which they are hired. The applicant shall be responsible for ensuring that the facilities are used in a responsible and proper manner and shall use his/her best endeavours to prevent loss or damage to Council property.
6. **LICENCES:** The applicant will be responsible for obtaining all necessary approvals/consents for the event (approval of the application to hire does not exempt the applicant from obtaining all other appropriate licences that may be required from the Council). Please note that the applicant is responsible for ensuring that all traders have a current street trading licence. Applicants for Premises Licences; Street Trading Licence and Temporary Event Notices can be obtained from Worcestershire Regulatory Services, PO Box 866, Worcester WR1 9DP. Tel: 01527 881395 or email: wrslicensing@worscsregservices.gov.uk
7. **FOOD HYGIENE:** If the event includes the selling/preparation/handling of food The Food Hygiene (England) Regulations 2006 will apply. These cover all aspects of food safety including outdoor events and food produced on domestic premises. If you are serving food please contact a member of the Food Safety Team in Environmental Health at Worcestershire Regulatory Services, PO Box 866, Worcester WR1 9DP. Tel: 01527 881395 or email: wrslicensing@worscsregservices.gov.uk at least two weeks before your planned event who will provide information and advice to ensure you are complying with current legislation.
8. **ELECTRICAL EQUIPMENT:** All electrical equipment brought into the building or greenspace must be subject to regular safety checks by Portable Appliance Testing (PAT) and have a current in date PAT label.
9. **ANIMALS:** If applicable, it is the responsibility of the applicant to ensure that the entertainment hired adheres to the Animal Welfare Act (2006) for example pony rides, falconry displays etc. For further

information please contact the RSPCA advice line: 0300 1234 999 or visit www.rspca.org.uk. The giving of live animals as prizes at fairs and other events is not allowed.

10. **BALLOON RELEASE:** The intentional outdoor release of balloons and sky lanterns from any Worcester City Council land or buildings is **not permitted** as it is considered an act of littering, and appropriate action will be taken under the Environmental Protection Act 1990 and the Clean Neighbourhoods and Environment Act 2005.
11. **NOISE LEVEL:** The applicant should keep noise level to a minimum so as not to cause annoyance or nuisance to residents/occupiers of premises in the neighbourhood.
12. **LITTER:** It is the applicants' responsibility to arrange removal of all rubbish generated as a result of the event/activity from the building/greenspace. The applicant will not be permitted to use any on site skip/litter bins etc. for disposal. The applicant is to inform the Community Engagement Team if they would like to hire trade waste bins from the City Council for an additional charge. If the applicant fails to remove rubbish generated from the building/greenspace the council reserves the right to carry out the works in default and charge the applicant the cost incurred.
13. **SIGNAGE:** The applicant is not permitted to put up any directional signage on any highway land/furniture or verges. Signage can be applied for from a national breakdown recovery organisation, for example the AA or RAC for a fee. The application is then subject to written approval from Worcestershire County Council. Written approval needs to be obtained from the Operations Manager, Cleaner and Greener at Worcester City Council to erect banners or posters on City Council property. Tel: 01905 722233 or email: greenspaceevents@worcester.gov.uk. Worcester City Council reserves the right to remove any unauthorised advertising, cancel the approval to hire should there be any contravention of this and to recover the cost incurred from the applicant. Fly-Posting, fly leafleting and advertising signs placed on the highways in the City of Worcester is strictly forbidden. No leaflets should be placed on car windscreens.
14. **PARKING:** Please note that parking may be restricted on some greenspaces and this will be detailed in the applicant's approval letter. The applicant needs to be considerate if parking in a residential area.
15. **LOST CHILDREN:** If applicable, the applicant needs to consider what safeguarding steps need to be taken and how notification of a lost child will be raised and to whom. Please note that any person left supervising a lost child alone must have a current Disclosure and Barring Service Check (DBS Check).
16. **PERSONAL BELONGINGS:** All items of property brought into the building and/or greenspace shall be at the owners' risk. The City Council accept no liability whatsoever for any loss or damages suffered thereto.
17. **ACCIDENTS/INJURY:** The applicant is requested to take responsibility for their health & safety and that of any members of the public who may be affected by their event; any injury, accident or near miss sustained in the building and/or on the greenspace must be reported to a member of staff who will report it accordingly. The applicant shall be responsible for the supervision of the function and shall ensure that suitably qualified personnel are always present and available. The applicant shall be responsible for ensuring there is adequate and appropriate first aid cover and should not rely on Council staff to provide this service.
18. **CONDUCT:** Applicants will **NOT**:-
 - (a) Be in an intoxicated state on the premises;
 - (b) Make announcements or display notices without prior permission from the Community Engagement Team
 - (c) Infringe any copyright, for example by taking photographs, playing any recording or music, or performing any copyrighted work
 - (d) Take photographs for use in promotion without the subject's permission or that of their parent or guardian.
 - (e) Sell or supply to any other users, any goods of any description that have not been previously agreed by the City Council

Additional conditions relating specifically to hiring a greenspace

19. **INSURANCE:** The applicant must indemnify the City Council against all claims, costs, proceedings or damages arising out of the applicant's use of the site and will provide evidence that an appropriate insurance policy has been effected and is fully paid up at least twenty eight days prior to the event. The limit of indemnity will usually be a minimum of £5m per claim. If you are waiting for event approval before purchasing insurance. Please enclose a copy of the insurance quote. Once approval has been given you will be required to provide evidence that you have purchased the insurance e.g. Public Liability Insurance Certificate. Failure to comply will result in the council refusing to grant permission for you to hold the event. If entertainers and/or contractors are involved a copy of their public liability insurance must also be submitted.
20. **TOILET PROVISION:** The applicant will be required to demonstrate that there are adequate toilets to meet the following ratios (please include any toilets that may already be located in the greenspace). For an event lasting less than six hours: one toilet per 120 females; one toilet per 600 males, plus one urinal per 175 males. For an event lasting more than six hours; one toilet per 100 females; one toilet per 500 males, plus one urinal per 150 males. Appropriate facilities should be provided for wheelchair users. A minimum of one unisex WC should be provided for venues which have a capacity of up to 2,000. There should be one disabled toilet with hand washing facilities for every 75 disabled people.
21. **RISK ASSESSMENT(S):** The applicant is responsible for submitting a risk assessment for the event taking place. If entertainers and/or contractors are involved risk assessments from these must also be submitted.

22. **BARBECUES:** The use of Barbecues is only permitted in certain areas of our greenspaces, please obtain permission before use. Barbecues must be off the ground and should not be placed on park furniture. All charcoal etc. must be removed from site by the organiser, no hot ashes are to be placed in the bins. The Barbecue should be positioned so as to minimise any risk to other park users.
23. **GAZEBOS:** These are permitted for use at large and small events by prior arrangement. They should be placed considerately, secured to the ground and not used in high wind conditions. If they are deemed to be unsafe, or causing an obstruction, you will be asked to take them down by Park staff. Gazebos should not be left unattended at any time.
24. **EXCLUSIVE USE:** Permission given for small events, e.g. family picnics, does **not** imply exclusive use of an area. If exclusive use is required, then a fee may be charged.

Additional Conditions relating specifically to hiring the Sons of Rest Building

25. **USE OF FACILITIES:** Representatives of Worcester City Council on duty shall have free access to the rooms during the hiring and the applicant s shall comply with any reasonable directions given by them. The applicant should vacate the rooms by the time stated. Failure to do so could result in an additional hire charge. Children are not allowed in the yard behind the kitchen in the **Cripplegate** Sons of Rest building. Children are not allowed in the kitchens. The Community Engagement Team reserves the right to refuse admission and to expel those who do not conduct themselves accordingly.
26. **FURNITURE, FITTINGS AND EQUIPMENT:** No furniture, fittings or equipment shall be moved except by prior agreement. The kitchen must be left in a clean and tidy condition after use. No electrical fittings or equipment in any part of the building shall be removed without the previous consent of the Community Engagement Team; neither must any additional electrical equipment be installed without the consent of the Community Engagement Team.
27. **CLEANING:** The applicant must ensure that the facilities are left in a clean and tidy condition (i.e. no refuse, the floor vacuumed, kitchen surfaces cleaned etc.). Cleaning materials will be provided and their use is expected. Failure to comply may result in an extra charge being levied against the applicant.
28. **STAFFING:** Where teaching or coaching is involved in the activity, the Community Engagement Team requires each teacher or coach or his/her personnel to produce evidence of appropriate qualifications. If the activity involves children under 16 years of age, the applicant should follow the recommended guidelines that all adults in a supervisory role should have undergone a DBS check, child protection training and be appropriately qualified. If requested by a member of the Community Engagement Team, the applicant is required to produce the evidence of coaching qualification and DBS check.
29. **INSURANCE:** The applicant shall indemnify Worcester City Council against any loss, claims or damages in respect of death or personal injury (other than death or personal injury caused by negligence of the City Council, their servants or agents), and in respect of loss of or damage to property arising out of the hire by the applicant of the premises and shall take out third party policy of insurance against any such loss, claims or damages. If requested by a member of the Community Engagement Team, the applicant is required to produce the policy of insurance.
30. **FIRE SAFETY:** The applicant shall: provide a sufficient number of stewards to maintain good order in the room during the period of hire; ensure that the limits on the number of people permitted by law to attend the building are not exceeded; fire doors are free of obstructions at all times during the hire period; all floor space must be kept free of equipment and belongings; no explosives, inflammable substances or highly inflammable articles are brought into any part of the building and any scenery, draperies and decorations shall be in fire resistant material or be rendered and maintained fire resistant. The applicant must be conversant with standard evacuation procedures as follows:-
 - (a) When the smoke alarm is activated all persons must evacuate the building.
 - (b) All persons should then gather at the designated fire assembly point. Play area in Cripplegate Park and the tennis courts in Gheluvelt Park.
 - (c) The City Council should be notified immediately on 01905 722233.
 - (d) A detailed copy of the evacuation procedure is displayed on the noticeboard in the building and the applicant should familiarise themselves with it before the event/ activity starts.
31. **NO SMOKING POLICY:** The City Council operates a strict no smoking policy throughout its buildings, to be observed at all times.
32. **ANIMALS:** Animals other than Assistance Dogs will not be allowed into the building unless with the express permission of the Community Engagement Team.
33. **DISPLAY MATERIALS:** The applicant shall not exhibit bills, posters, advertisements, photographs or leaflets in the building except with the consent of the Community Engagement Team and then only on boards and in positions indicated.

Additional conditions relating specifically to hiring the Bandstand

34. **BRIDGE INSTALLATION:** The bridge is to be moved into position by two people, one of whom needs to be a trained employee of the City Council.
35. **ACCESS:** The applicant is responsible for allowing guests onto the bandstand and preventing unauthorised access. The applicant is to inform all guests that they are not allowed to walk around the edge of the pond within the fenced area. It is the responsibility of the applicant to ensure that no guests climb onto the

bandstand railings. The applicant is to inform the City Council member of staff on site when they are ready to leave to ensure the bridge and gate are closed and locked promptly.

36. **ELECTRICITY SUPPLY:** Prior notice is needed if the applicant requires access to the electricity supply on the bandstand.