



CONDITIONS OF HIRE

1. DEFINITIONS

'Act of God' shall mean an event or series of events that are beyond the control of either party and includes weather patterns, or conditions that make the staging of the Event unsafe or untenable.

'Event' shall mean the Event and its description in paragraph 4 of the Events Booking Form.

'Hirer' shall mean the person, company, association, partnership or group of companies that conduct and are responsible for the running of the Event.

'Venue' shall mean the venue disclosed by the Hirer in paragraph 3 of the Events Booking Form.

'WBC' shall mean the Borough Council of Worthing.

'ADC' shall mean the District Council of Adur.

'Works' include all building and construction and earth moving and other preparations that involve alterations of a Venue for the Event to be conducted safely.

2. GENERAL CONDITIONS

2.1 ADC/WBC reserves the right to approve or not approve any application or to impose further obligations on a Hirer than these Conditions. Any further obligation to be advised by ADC/WBC in writing. Failure by the Hirer to meet such obligations will be grounds for cancellation.

2.2 The Hirer covenants that it has obtained and forwarded to ADC/WBC the signed agreement by all its contractors and agents to the conditions contained in Agreement for Contractors and Agents.

2.3 Where the Hirer intends to use equipment hired from a third party, the Hirer must not agree to terms with the third party that conflict with these Conditions.

2.4 The Hirer shall be directly responsible for the management of its employees, contractors and agents and for the actions of its employees, contractors and agents at all times while they perform services or work at the Event.

2.5 The Hirer acknowledges that it has disclosed all relevant information requested by ADC/WBC in a full, frank and honest manner.

- 2.6 The Hirer has used its best endeavours to answer questions asked of it by ADC/WBC or ADC/WBC's Officers whether in the Events Booking Form or otherwise.
- 2.7 The Hirer is responsible for the day to day running of the Event and will be responsible to the fullest extent possible for any breaches of the law or these Conditions by it, its employees and contractors, and for failures to manage crowds at an Event.
- 2.8 The Hirer shall (at the request of a ADC/WBC Officer) remove any persons from an Event if deemed necessary by the Officer to ensure public order at an Event. Such removal may include employees and sub-contractors of the Hirer.
- 2.9 The Hirer acknowledges the condition of facilities and land at the Venue and covenants that the Venue is fit and proper for conducting the Event. The Hirer by agreeing to these Conditions is deemed to have inspected the Venue for this purpose. The Hirer may prior to the Event request that Works be conducted to prepare the Venue for the Event but ADC/WBC may in its absolute discretion approve or disapprove such a request. In no circumstances shall the Hirer conduct such Works without having received approval.

3. HIRER'S RESPONSIBILITIES

- 3.1 The Hirer shall conduct the Event in accordance with these Conditions and all liability issues shall be determined in accordance with these Conditions.
- 3.2 The conditions of hire set out below shall remain in force until such time that the hire period has been completed. Should the Hirer's representative cease to work or be employed by the Hirer before the hire period has been completed then the Hirer shall immediately advise ADC/WBC as such. The Hirer will immediately appoint a new representative and shall advise ADC/WBC who it shall be in writing, failure to do so shall be grounds for ADC/WBC cancelling the Event.

4. BOOKINGS

- 4.1 Organisations must make an application in writing on the Events Booking Form, at least four weeks before the date required for hire. ADC/WBC reserves the right to refuse any application for any hiring. For Events on Steyne Gardens applications should be submitted three months before the Event as permission must be granted by the Executive Member for Leisure and Cultural Services, a report outlining your proposed Event will generally be necessary.

5. HIRING FEE

- 5.1 ADC/WBC shall determine the hiring fee for use of facilities, which shall be made known to the Hirer on request or prior to acceptance of application by ADC/WBC. ADC/WBC reserves the right to alter charges, without notice, up to the time of confirmation of the booking by the Hirer. All hire charges are reviewed annually and changes are implemented with effect from 1st April each year.

6. DEPOSIT

- 6.1 Where requested by ADC/WBC a Damage Deposit is to be paid at least seven days before the Event. The Deposit to be returned to the organiser after the Event subject to a deduction therefrom 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.

7. PAYMENT

- 7.1 Payment to be made to ADC/WBC upon receipt of an invoice within 14 days of receipt of the invoice. Cheques should be made payable to Worthing Borough Council.

8. CANCELLATION BY HIRER

- 8.1 If a hire period is cancelled by the Hirer or organisation for any reason, other than an Act of God, the following rebates on the hiring fee will apply: -
- (a) For a cancellation within seven days or less before the hire period, 100% of the total hiring fee to be paid.
 - (b) For a cancellation eight or more days before the hire period, no cancellation charge will be incurred.
 - (c) Hirer to pay any costs directly incurred.

The above charge will be levied irrespective of whether facilities are subsequently re-hired. In addition any other payment which may have been made by ADC/WBC in association with the hire period will be levied against the Hirer. Notification of cancellation to be made in writing and received by ADC/WBC prior to the booking date and within the periods specified above.

9. CANCELLATION BY EITHER ADUR DISTRICT COUNCIL OR WORTHING BOROUGH COUNCIL

- 9.1 ADC/WBC reserves the right to cancel any booked period or hire period and to end the hire period at any stage by notice in writing.
- 9.2 The hiring fee already paid in respect of any period cancelled or terminated under 9.1 above will be refunded.

9.3 ADC/WBC will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation or termination under 9.1 above.

9.4 The use of certain facilities during a hire period may be prohibited and/or varied by the ADC/WBC at any time.

10. DAMAGE TO OR LOSS OF PROPERTY

10.1 Unless caused by its own negligence ADC/WBC accepts no liability for damage to, or loss of any property or articles or things whatsoever, placed or left at each venue or any part thereof, by an organisation, or member of any organisation, or any individual attending an Event.

11. PROPERTY LEFT AT THE VENUE

11.1 ADC/WBC may remove and store any property left by the Hirer or those persons who have attended an Event after the end of the hire period. If after receiving notice, the Hirer fails to collect the property within fourteen days, ADC/WBC may dispose of the property without further notice to the Hirer.

12. DAMAGE CAUSED

12.1 The Hirer shall on demand pay to ADC/WBC, the reasonable amount incurred by ADC/WBC in repairing or replacing as appropriate (together with the ADC/WBC administration fee of 10% of the repair or replacement cost) for any damage to the grounds and landscaping or other contents caused by the Hirer or persons attending at the Event. ADC/WBC whose decision shall be final shall certify the amount of such damage.

13. INDEMNITY

13.1 The Hirer shall indemnify and keep indemnified ADC/WBC against all claims, demands, action or proceedings in respect of death of, or injury without limit to, any person or damage to or direct or indirect loss or damage to property belonging to any person during the course of, or in consequence of the hiring or at an Event unless directly caused by ADC/WBC's negligence.

14. INSURANCE BY HIRER

14.1 The Hirer shall at its own expense take out third party liability insurance with an insurance company of repute to cover loss of or damage to property (whether ADC/WBC or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the hire period or in connection with it. The sum will be not less than £5 million.

- 14.2 The Hirer will provide to ADC/WBC, at the time of signing the Events Booking Form, copy documents of the relevant insurance policy or certificate by way of confirmation that this insurance has been arranged.
- 14.3 The Hirer is notified that WBC's insurance does not extend to property brought onto the venue in connection with the hire, in respect of fire, theft, loss or any other damage. The Hirer should make separate insurance arrangements in respect of such matters.
- 14.4 The Hirer can take out insurance with the Council's own insurers (**WBC only**). The premium required by the insurers is determined by the Council on receipt of the completed application form. This will be a minimum charge of £35.00 plus VAT. This is not available for certain Events e.g. bands and certain other live music, bouncy castles and funfairs. The Hirer is required to tick the appropriate box on the Events Booking Form.
- 14.5 The Hirer shall ensure that its contractors and agents are insured under the same insurance standards and requirements as outlined in 14.1 to 14.4.

15. NOISE POLLUTION

- 15.1 At any Event, amplified music shall end by 2300 hours or earlier if premises licence dictates or is a condition imposed by ADC/WBC.
- 15.2 Amplified and/or live music is not permitted at private events on the greensward site in Worthing.

Maximum Volume

- 15.3 At all venues the noise level must not cause a statutory noise nuisance. This would be assessed at the nearest noise sensitive premises. In addition, for Steyne Gardens in Worthing there is a specific maximum noise level of 66 dB LAeq (5 Minutes) measured 1 metre from the facade of any noise sensitive premises
- 15.4 All reasonable steps must be taken by the Hirer to mitigate the noise from amplified music, and to comply with noise limits. Hirers of Events may be required to reimburse any reasonable costs incurred by the Council in responding to any complaints or at the Council's sole discretion in monitoring of the Event.

Equipment

- 15.5 The Hirer to ensure that all generators and associated equipment are fully serviced, fitted with efficient silencers and sound proofed as necessary. Generators and associated equipment are sited as far as possible from houses.

Penalties

- 15.6 Noise pollution is a serious issue and there are penalties under laws and Council by-laws for Hirer's who continue to cause nuisance. The Hirer must provide a mobile telephone contact for ADC/WBC at all times when the Event is taking place. This should be on your booking form. If the number changes it is the responsibility of the Hirer to notify ADC/WBC.

16. FIRST AID

- 16.1 The Hirer is responsible for ensuring that appropriate first aid cover, health services and bandages and other required first aid equipment are on hand at all times throughout an Event. The location of first aid services shall be made known to patrons of the Event by signage or by other appropriate means.
- 16.2 In the Event of accident, incident and/or injury, the Hirer will at once take appropriate action.
- 16.3 A Hirer may be requested to provide specific first aid cover for larger Events; this must be provided by a recognised organisation, e.g. St Johns Ambulance, British Red Cross Society.
- 16.4 All first aid treatments, incidents and emergencies must be recorded in accordance with Health and Safety legislation.

17. CD's, RECORDS AND PERFORMANCE – COPYRIGHT INFRINGEMENT

- 17.1 The Hirer shall not play or permit to be played gramophone records, compact discs, radios or tape recorders at a venue or perform any work, which will infringe the rights of any third party in intellectual property.
- 17.2 The Hirer shall obtain beforehand all proper licences in respect of such broadcasts or performances. For further information contact The Performing Rights Society on (0800) 684828.
- 17.3 Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified ADC/WBC.

18. ALCOHOLIC DRINKS

- 18.1 The Hirer shall not sell or provide alcohol at the venue during the hire unless agreed by ADC/WBC in writing and where all necessary licences have been granted.

- 18.2 It shall be the Hirer's sole responsibility to have obtained all required licences for the sale of alcohol and to ensure that any sale or consumption of alcohol at an Event is lawful and falls within applicable regulations and guidelines.
- 18.3 If the Hirer fails to meet its obligations under 18.1, the Hirer shall be solely responsible and will meet any penalty **imposed by the Courts**.
- 18.4 The Hirer shall ensure that no third party serves alcohol at the Event except with the express approval in writing from an Officer of ADC/WBC. Approval shall only be forthcoming if the Hirer has the third party sign these Conditions and only on furnishing documentary evidence of compliance with this condition 18.

19. FOOD AND BEVERAGES

- 19.1 It shall be the Hirer's sole responsibility to comply with Food Hygiene legislation.

20. CHARITABLE COLLECTIONS

- 20.1 The Hirer shall not hold, or permit to be held any charitable collection, other than one that has been agreed by ADC/WBC in writing and where all necessary permits have been granted.

21. SWEEPSTAKES, RAFFLES, LOTTERIES & OTHER GAMBLING

- 21.1 The Hirer shall not hold, or permit to be held any sweepstakes, raffle or other lottery at the venue during the hire, other than one which is permitted by law (and registered if the law requires) and agreed by ADC/WBC.

22. ILLEGAL SALE OF GOODS & OFFERING OF PRIZES

- 22.1 The Hirer shall be responsible for ensuring that the sale of goods or services (including prizes offered) is done in a lawful manner, and that the goods or services are themselves lawful.
- 22.2 The following is a list of some prohibited goods as designated by ADC/WBC:
- (a) The sale or gift of live animals, birds, fish and reptiles is prohibited.
 - (b) The sale or gift of real or replica guns, knives and all other weapons are prohibited.
 - (c) The sale or gift of illegal items is prohibited.

23. ANIMALS IN EVENT

No animals, birds, fish or reptiles are allowed to feature during your Event.

24. ADVERTISING (NO FLY POSTING)

24.1 Prior to the erection of signage for an Event, such rights must be negotiated with the owners of the property concerned. Signage must be reasonable and appropriate for publicising the Event and shall not use offensive depictions, words, or graphics. An Officer of the Council may request removal of offending signage, and on request the signage shall be removed by the Hirer.

24.2 Fly posting on the highway and on Council property within ADC/WBC boundaries is illegal. Certain types of Event official direction signing via the RAC/AA may be accepted. For further details contact West Sussex County Council.

24.3 The Council will prosecute Hirers who fly-post. Should fly posting take place, the signage will be removed with a risk of legal action by the Council.

25. DUTY TO REMOVE RUBBISH

25.1 Due to obligations under the Environmental Protection Act ADC/WBC must pursue all precautions to retain the site in a litter free state. It is the responsibility of the Hirer to collect and remove rubbish from the site at the end of the hire period.

25.2 ADC/WBC reserves the right to levy an additional cleaning charge if the relevant ADC/WBC Officers deem the Venue requires cleaning so it can be used for future events.

26. HEALTH AND SAFETY

26.1 The Hirer to ensure compliance by it and all its Contractors and Agents with the Health and Safety at Work Act 1974 and any and all subsequent or subordinate regulations made under the Act, together with all duties within the Management of Health and Safety at Work Regulations 1999, Provision and Use of Work Equipment Regulations 1998 and the Workplace (Health, Safety and Welfare) Regulations 1992.

26.2 The Hirer shall submit the Risk Assessment Form with the Application. The findings of the Risk Assessment must be complied with.

27. TEMPORARY SERVICES

27.1 It is essential that ADC/WBC is contacted at least two weeks prior to the Event to organise services otherwise their provision cannot be guaranteed.

Dependent on requirements it may be possible to provide the following services for which there will be an additional charge.

Beach House Grounds, Worthing	Electricity	No Water
Broadwater Green, Worthing	Electricity	Water
Pond Lane Recreation Ground, Worthing	Electricity	Water
Steyne Gardens, Worthing	Electricity	Water
Victoria Park, Worthing	Electricity	Water
Homefield Park, Worthing	Electricity	Water

27.2 Information regarding other venues available on request.

- (a) All electrical supplies will be via a socket outlet to BS 4343 except where the demand warrants a direct connection.
- (b) A residual current device will protect all electrical supplies. Any out-of-hours attendance due to faulty equipment will be recharged to the Hirer.
- (c) It is the responsibility of the organiser(s) to satisfy themselves that all electrical equipment in use during an Event is safe and has been tested in accordance with and complies with the requirements of the Code of Practice for In-Service Inspection and Testing of Electrical Equipment as issued by the Institute of Electrical Engineers.
- (d) Any damage caused to the Council's equipment will be recharged to the hirer.

28. PUBLIC CONVENIENCES

28.1 Where ADC/WBC considers the size of an Event requires the provision of additional temporary conveniences, these shall be provided by the Hirer at the Hirer's expense who shall ensure that they are maintained in a clean condition to the reasonable satisfaction of ADC/WBC at all times throughout the duration of the Event.

29. OFFICIAL VEHICLES

29.1 No official vehicles will be permitted on to the Council's land in connection with the Event unless included in a list supplied by the organiser to ADC/WBC at least fourteen days before the Event and approved. The Council may at any time indicate that some or all of the vehicles included on such a list may not be admitted on to the site should it appear that ground conditions are unsuitable.

- 29.2 Throughout the Event all vehicles on the site must remain stationary within the area designated for the parking of such official vehicles.

30. EXHIBITED VEHICLES AND MACHINERY

- 30.1 The organiser shall supply on the Event Booking Form the details of any proposed types of vehicles and machinery to be displayed as part of the Event and such vehicles and machinery shall only be stationed on areas agreed for their display by ADC/WBC. Unless special arrangements are agreed with ADC/WBC no exhibited vehicles and/or machinery shall be driven or moved from the areas allocated during the course of the Event.

31. CAR BOOT SALE

Key

- 31.1 A Key Permission Form will be supplied on approval of the event where required for access to barriers. The key can then be collected, for events to be held in Worthing, from Continental Landscapes, Beach House Park, off Lyndhurst Road or Brighton Road, Worthing between the hours of 10 am and 4 pm Monday to Friday. You will be required to telephone beforehand to arrange collection. A £30.00 refundable deposit per key will be required. The keys will be available 24 hours before the event and must be returned within 48 hours of the end of the event.

Cancellations

- 31.2 Hirers are responsible for informing would be buyers and sellers of cancellations especially late cancellations and this must be achieved verbally on site in order to avoid abortive queuing by potential sellers and buyers and resultant traffic queues and chaos.

General Rules – Car Boot Sale

- 31.3 Active but courteous marshalling of sellers and buyers must be practised by the Hirer in order to ensure minimal wear to grass areas, thus minimising any retention of Deposit (see Provision 6).
- 31.4 Car Boot Sales shall not open for sellers before 08:30 hours and buyers before 09:00 hours.
- 31.5 No dealers or market operators shall be admitted. The Council is mindful of the effect such operators have on local businesses. Car Boot Sale organisers must bear this in mind when admitting sellers and be prepared to exclude any people who are running a business from this type of Event.

- 31.6 The Hirer and ADC/WBC shall notify the Police and Trading Standards of the details of the car boot sale.

32. FAIRS AND RIDES

Contractors

- 32.1 The Hirer shall arrange for all its contractors and agents to sign an Agreement for Contractors and Agents. This is particularly important where third parties conduct fair rides. Where employees of the Hirer conduct fair rides they shall also sign the Agreement for Contractors and Agents.

Equipment & Rides

- 32.2 The Hirer to provide current copies of the Engineers Equipment Inspection Certificates (ADIPS) for all equipment and machinery entering the site at least 27 days prior to arrival on site.
- 32.3 Daily records of equipment inspections to be available for scrutiny by ADC/WBC at any time whilst on site.

Inflatable Units (Castles)

- 32.4 Although popular, inflatable units, including bouncy castles, can be extremely dangerous if operated incorrectly. All inflatable units must be operated in accordance with the Health and Safety Executive Guidance Note PM76 "Safe Operation of Passenger Carrying Amusement Devices – Inflatable Bouncing Devices" (ISBN 0 11 885604 9 – available from HSE Books Tel 01787 881165). A copy is available for inspection at the Council's Environmental Health Section.
- 32.5 Bouncy castles will not be insured by Worthing Borough Council, and any organiser wishing to have a bouncy castle at their event will need our permission. A risk assessment and insurance certificate will need to be seen from the company from where the bouncy castle is being hired. Anyone using their own personal bouncy castle will have to provide their own insurance for the bouncy castle to be used at their event.

Safety

- 32.5 The Hirer shall ensure that operating practices and procedures as set out in the Health and Safety Executive's Code of Practice for Fairgrounds and Amusement Parks, (HS(G) 81 refers), are adopted as minimum operational standards.
- 32.6 Sufficient competent supervisory personnel to be provided to ensure the safety and control of participants and members of the general public.

Location

- 32.7 Inflatable units are permitted subject to approval in Worthing's Parks and to the western side only of the Plantation.
- 32.8 There is to be no more than two inflatable units on the Plantation area in West Worthing at any one time.

33. FIREWORKS

- 33.1 The Hirer shall inform the West Sussex Fire Service and the Police and the Highway Authority (WSCC), of the fireworks display and shall undertake to meet all their requirements.
- 33.2 The Hirer shall be solely responsible for injuries to persons attending the Event caused by the display of fireworks.
- 33.3 Only professional operators or recognised bonfire and firework societies must carry out firework displays. All firework operators (including employees of the Hirer) who perform work on the firework display at the Event shall sign the Agreement for Contractors and Agents.
- 33.3 The Hirer shall ensure that the fireworks display is at a safe distance from members of the public, and that this be maintained at all times throughout the display.
- 33.4 The Hirer shall ensure that there are have sufficient stewards employed to control the Event and keep the site secure. All stewards to be aware of the conditions of hire, health and safety and of any emergency drill of procedure in case of accident.
- 33.5 The Hirer shall submit to ADC/WBC with the Events Booking Form, a location plan showing the position of the display in relation to the rest of the Events.

34. BREACH OF CONDITIONS

- 34.1 The Hirer shall be responsible for ensuring that the Conditions of Hire are complied with, by all persons using the venue arising out of or in consequence of hiring.
- 34.2 In the Event of the Hirer breaching any of the conditions of hire, ADC/WBC may at its own discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges, including cancelled future bookings.