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HIRE OF COUNCIL LAND AND HIRE PACK

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1. Introduction

- 1.1** Collett Park and West Shepton Skate Park are community public spaces for the use and enjoyment of all residents of Shepton Mallet. The rules in place are to allow all users to co-exist side by side allowing everyone the maximum enjoyment of the space without overly interfering with the rights of others. There are also some activities which are curtailed by law; the breaking of which is a criminal offence. This document offers guidance on the use of Town Council Open Spaces and the legal framework they are operated within.

2. Legal Framework

- 2.1** The Town Council's open spaces are regulated like any other public place by the use of byelaws which are specific to a particular place or locality. These byelaws are available for detailed inspection on the Town Council website and at the Town Council offices. The breaking of these byelaws is an offence which on conviction by a magistrates court carries a maximum penalty of a £500 fine and a criminal record.

3. Licensing

- 3.1** Collett Park is licensed for regulated entertainment under the Licensing Act 2003. You will not normally need to apply for a licence separately.
- 3.2** Somerset Council licences impose conditions upon Collett Park which must be adhered to. When you apply for an event we will let you have a copy of the conditions that apply to Collett Park. These conditions will be replicated in the terms of any contracts issued by Shepton Mallet Town Council to you.

4. Conditions of Use - Events on Public Land

- 4.1** 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.
- 4.2** 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.
- 4.3** The Hirer agrees to observe all relevant laws, regulations, statutes and licences 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.
- 4.4** 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.

- 4.5** 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.
- 4.6** The Hirer shall make no charge to the general public wishing to gain access to the Land except by the Town Council's written permission.
- 4.7** The Hirer is responsible for providing adequate toilet facilities and liaising with Bristol Water (potable) or Wessex Water (sewerage) for water provision on the Land where necessary.
- 4.8** 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.
- 4.9** 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 affect the responsibility of the Hirer under clauses 4.2, 4.16 & 4.18.
- 4.10** Equipment shall not be taken onto the Land earlier than the commencement of the period of use without written permission from the Council.
- 4.11** All Equipment must be removed from the Land by the end of 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.
- 4.12** 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.
- 4.13** 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.
- 4.14** The Council reserves the right to withdraw permission to use the venue, in the event of adverse weather conditions making the land unsuitable for hire. In the event of this happening an alternative date will be offered to the Hirer at no additional expense or the Council will repay any fees paid but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.15** 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.
- 4.16** The Council may require either the alteration of the positions or removal of the Equipment from the Land.
- 4.17** 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.

- 4.18** 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.
- 4.19** 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 is allowed access onto the Land.
- 4.20** The Council may refuse permission for travelling fairs and circuses to be sited 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 Shepton Mallet Town Council & produced with Insurance documents not less than 16 days prior to hire, as outlined in 1.15 above.
- 4.21** 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.
- 4.22** The hirers must satisfy themselves that the operators of fairground machines have adequate public liability insurance cover for injuries to third parties.
- 4.23** 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.
- 4.24** Pyrotechnics (including fireworks, stunt performances etc.) will not be permitted at any event without prior written permission of Shepton Mallet Town Council. This permission will only be considered following a detailed risk assessment provided by the event organiser, at least 6 weeks prior to the date of the event.
- 4.25** No fires shall be allowed without prior written approval from the Council.

5. Event Participation List and Check-Sheet

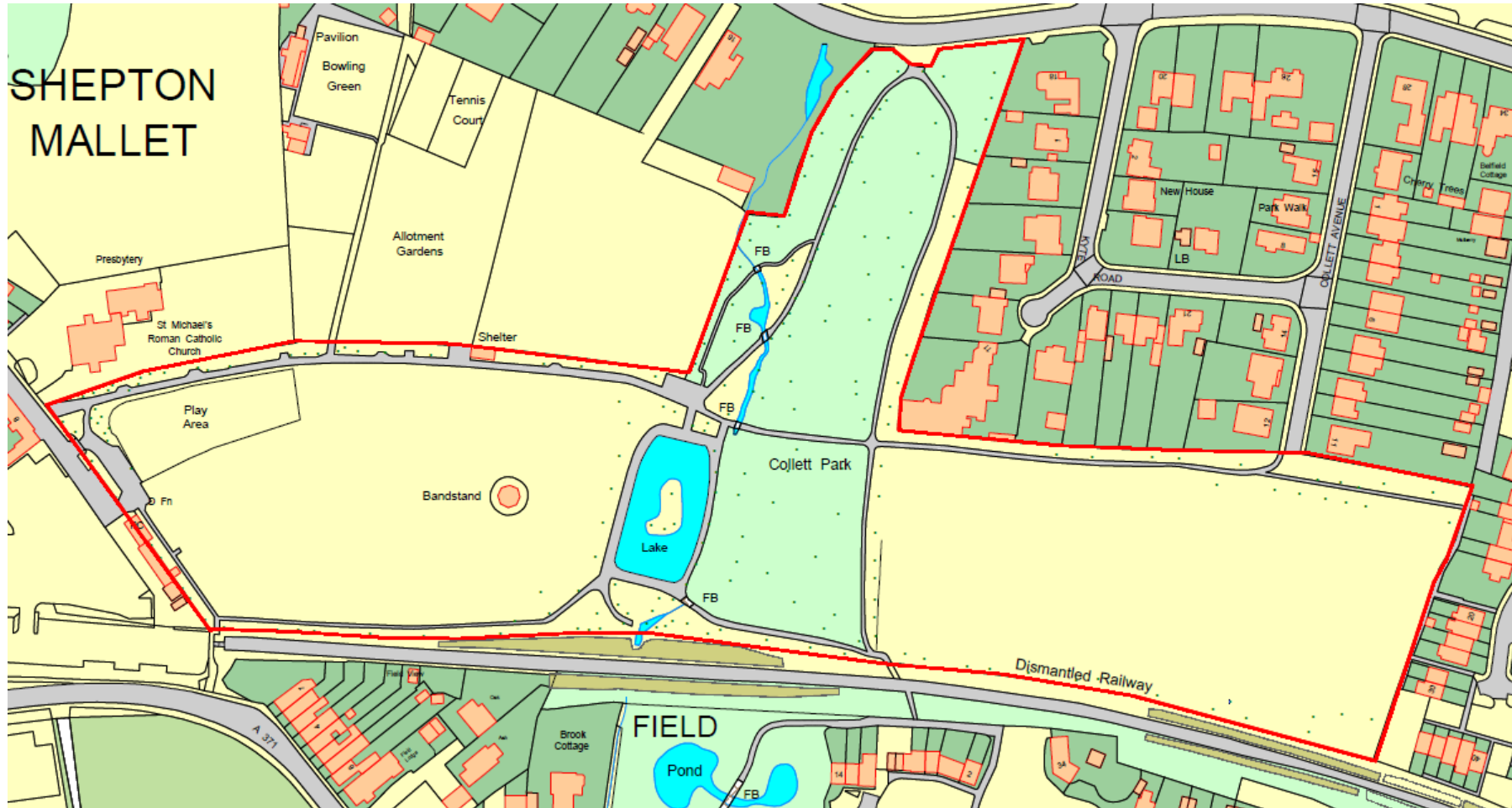
Name of Event.....

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

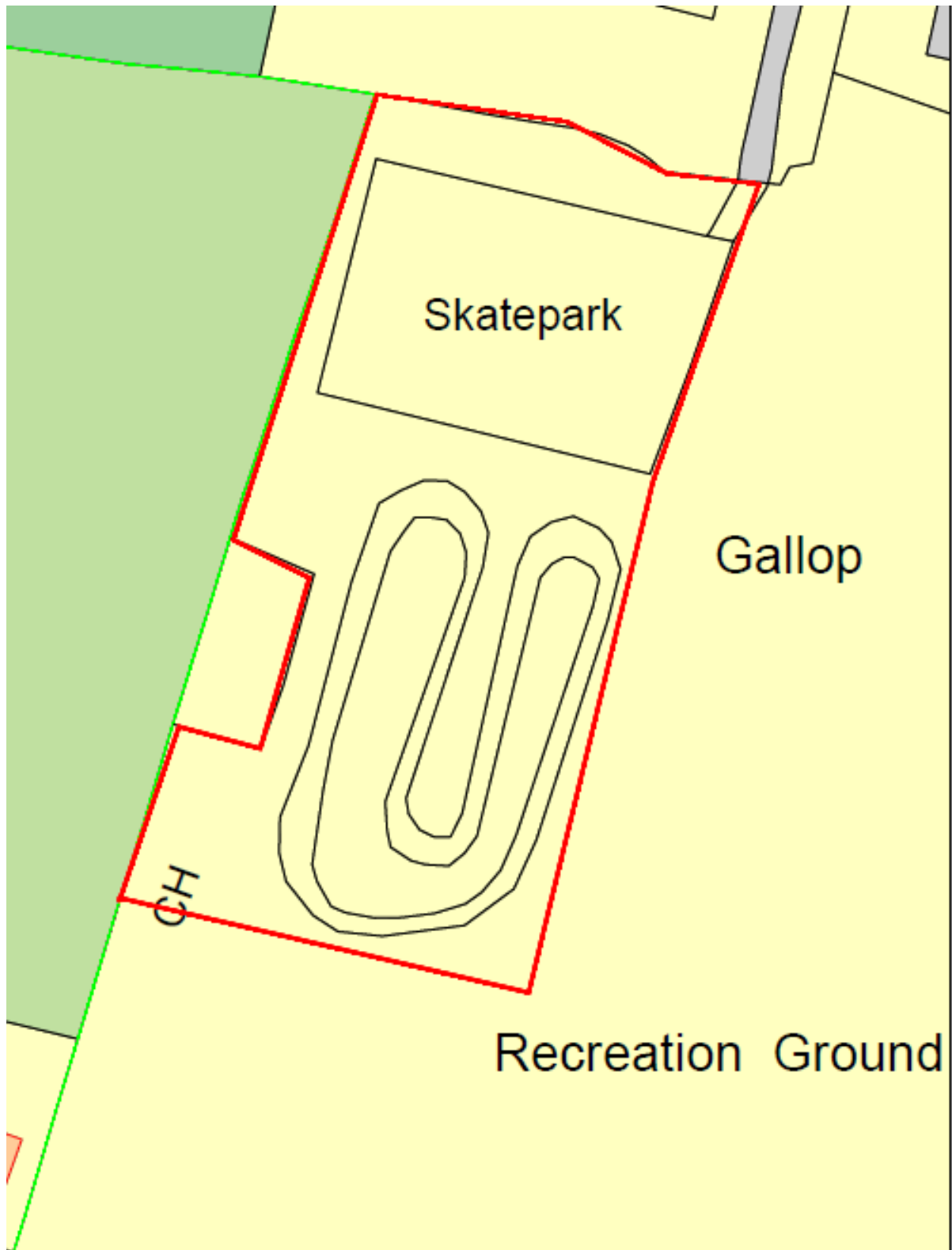
Event Date.....Location.....

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

6. Site Layout Plan – Collett Park



7. Site Layout Plan – Skate Park



8. Risk Assessment Template

Ref No	Affecting who: Public, Employees, volunteers, Children, Pets etc	Existing Controls: Signage, hi-vis clothing, fire extinguishers, test certificates	Controls Required: Roped off areas, dedicated staff, site training, risk assessment	Risk: Low, Medium, High	Person Responsible: Name, Position	Date Completed:

9. Public Liability Insurance Criteria

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

9.2 Shepton Mallet 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

9.3 **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.

9.4 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

9.5 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.
- Organiser Policy – The event organiser insurance policy does not cover individual activities unless specifically requested and arranged with the insurer; each operator must have own Public Liability insurance policy.

10. Schedule of Charges

10.1 Event fees and charges

- 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 Somerset 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.

10.2 Event fees and charges

DESCRIPTION	DAILY RATE (INC VAT)	HOURLY RATE
Shepton Mallet Community organisations (NOT-FOR-PROFIT)	Free *	Free *
Shepton Mallet Charitable organisations (NOT-FOR-PROFIT)	Free*	Free*
*A charge may be made for any electricity or water used during the event		
Non - Shepton Mallet Community organisations (NOT-FOR-PROFIT)	£250	£35
Non - Shepton Mallet Charitable organisations (NOT-FOR-PROFIT)	£250	£35
Outdoor Fitness/wellbeing Groups		
1 -10 people	£250	£8
10-30 people	£250	£10
30 plus	£250	£12
Commercial events – daily rate		
Small event = 0-99	£250	(as above)
Medium = 100-499	£500	N/A

Large event = 500-4999	£750	N/A
Extra Large = 5000+	£1000	N/A
Cancellation fee (applicable to all bookings) *EXCLUDING cancellation when an Act of God occurs	See below	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 (listed below)
Collett Park
West Shepton Skate Park

11. Help, Guidance and Further Information

- 11.1** All documentation, including the signed contract, must be provided to Shepton Mallet Town Council at least: 16 days prior to the event.
- 11.2** 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.
- 11.3** 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 01749 343984.
- 11.4** For advice on Licencing please see [Licencing \(somerset.gov.uk\)](http://somerset.gov.uk)

Internal use only

Date documentation received:

Name of Officer.....