STURMINSTER NEWTON TOWN COUNCIL

HIRE OF COUNCIL LAND

TERMS & CONDITIONS

Conditions of Use for Events on Public Land

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 because of that use shall be final and binding on both the Council and the hirer.

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.

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 The hirer is responsible for ensuring they are aware of, and comply with, all legislation and guidance relevant to their event. This includes any requirements arising from the Terrorism (Protection of Premises) Act 2025, commonly known as Martyn's Law, when those requirements come into force. This condition may be reviewed and updated once fuller implementation guidance is in place.

5 The hirer is responsible for applying for, and paying the cost of, a Temporary Events Notice if required.

6 If the event is going to involve 500+ attendees, it is recommended contact is made with the Dorset Council Safety Advisory Group for advice.

7 If you are hoping to sell alcohol at the event, you must discuss with the Town Council prior to making an application.

8 A risk assessment needs to be provided no less than 16 days prior to the event using the template provided with the booking form.

9 All hirers shall pay the hire charge within 14 days of the invoice.

10 The Hirer undertakes to be present, or to arrange for sufficient adult representation to be present, throughout the period of hire to ensure compliance with the Hire Conditions.

11 The Hirer shall solely be responsible for ensuring that: Emergency access routes and Rights of Way are kept clear at all times.

12 The only use of the land is that stated in the Booking Form.

13 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.

14 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. The hirer shall make no charge to the general public wishing to gain access to the land except by written permission of the Council.

15 It is the hirer's responsibility to provide adequate toilet facilities and to liaise with Wessex Water for water provision on the land where necessary.

16 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.

17 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.

18 Equipment shall not be taken on to the land earlier than the commencement of the period of use without written permission from the Council.

19 All equipment must be removed from the land by the end of the expiry of the period of use.

20 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.

21 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.

22 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.

23 Any costs arising from any default under this clause shall be enforced against the hirer who signs to accepts these conditions of use.

24 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 hirer as a result of the cancellation.

25 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, together with Public Liability Insurance documents.

26 The Council may require either the alteration of the positions or removal of the equipment from the land following examination of the site plan.

27 The Hirer shall ensure they have Public Liability Insurance with a minimum indemnity limit of not less than £5m (five million pounds) in respect of anyone in an accident. 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.

28 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.

29 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 are allowed access onto the land.

30 No fires shall be allowed without prior written approval from the Council.

31 The following are not permitted:

Political rallies, demonstrations or similar

Dogs in play areas, multi-use games areas or skate parks

The release of sky lanterns or balloons

Swimming in rivers or ponds

Metal detecting or excavation of land, unless part of a programme of historical or archaeological research

Pyrotechnics (including fireworks) and open fires, unless prior written permission has

been given by the Town Council. This permission will only be considered following a detailed risk assessment being provided by the event organiser, at least six weeks prior to the date of the event.

Public Liability Insurance Criteria

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

Sturminster Newton Town Council will NOT accept an insurance schedule alone; only an Insurance Policy Certificate

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

Application Procedure

An application must be submitted on the Town Council's Booking form.

Applications for events expect to attract less than 500 people will be considered by the Town Clerk. These applications must be submitted at least 21 days before the event.

Applications for events expected to attract 500 people or more will be referred to the Town Council for consideration. These will need to be received at least 14 days before a full Town Council meeting and 21 days before the event. Dates can be found on the Town Council website.

Applications for recurring regular events must be in writing and will be referred to the Town Council for consideration. These will need to be received at least 14 days before a full Town Council meeting and 21 days before the event. Dates can be found on the Town Council website.

Please note that failure to comply with these terms and conditions will result in refusal or withdrawal of hire. Sturminster Newton Town Council accepts no responsibility for losses resulting from non-compliance.

Approved: 23 September 26

Review due: September 27