

SWALE BOROUGH COUNCIL



Leisure Section, Technical Services Unit,
Swale House, East Street, Sittingbourne, Kent, ME10 3HT

APPLICATION FOR HIRE OF PARKS AND OPEN SPACES

1. Name of Site to be hired:

- 1.
- 2.

2. Type of Event: FAIR/FETE

OPENING DATES :

3. Dates and Times:

Entry to site on Day Month Year Set up time

Vacating site Day Month Year..... Vacating time

4. Stalls:

Number of tables/stalls Number of Activity Stalls
(These must be listed and attached to this application. Only listed stalls permitted on site).

Number of Mechanical Rides and/or animal rides
(See item 5 re insurance requirements and conditions of hire for Mechanical Certificates).

5. Proposed admission charges:

Adult Child OAP Car

How Collected:

At Gate Advance Programme Ticket Other

6. Third Party and Public Liability Insurance:

The hirer must provide the Recreation & Amenities Officer with a valid Insurance Certificate in the following minimum sums:-

Mechanical Rides to be used	-	£5 million each
Funfairs & Exhibitions	-	£5 million each

All other events subject to confirmation - £2 million

Name of Insurance Company

Policy No: Expiry Date

7. Insurance of Mechanical Rides and Animal Rides:

Each ride must have Third Party and Public Liability Insurance in addition to that stated in 6 above in the sum of £5 million to cover the specific risks associated with the ride.

A detailed list of rides must be attached giving insurance information as above.

See also Conditions of Hire regarding Mechanical Certificates for rides.

8. Deposit Against Damage:

The Council require you to lodge a deposit of £..... which will be returned less charges for damage to grounds, property etc. after the event.

9. Certification:

I have read and understood the conditions of hire attached. I agree to supply all the information required in the Conditions and which may be further notified to me by the Supervising Officer.

NAME (Block Capitals)

ADDRESS (Block Capitals)

.....

.....

SIGNATURE DATE

TELEPHONE No (Daytime) (Evening)

If booked on behalf of a limited company, charity or club please supply details of:

NAME OF ORGANISATION

ADDRESS

.....

.....

VAT No: (If Applicable) FEE ENCLOSED £

PARKS AND OPEN SPACES - CONDITIONS OF HIRE

1. Complete the enclosed application form and send to: **SWALE BOROUGH COUNCIL, SWALE HOUSE, EAST STREET, SITTINGBOURNE, KENT ME10 3HT**, along with 50% of the total fee (see fees and charges attached), a deposit of £..... at least 8 weeks before the first day of occupation or at the time of booking if less than 8 weeks.
2. The hirer will lodge with the Council £..... as a deposit which will be used to offset any damages to site and property, the balance to be returned after the event.
3. The hirer shall indemnify and keep indemnified the Borough Council against any and all damages, loss and/or injury of every description and howsoever caused which may occur to/or affect the Borough Council, its Servants or Agents, or the property of the same, arising out of this hiring and further to indemnify and keep indemnified the Borough Council against all costs, claims, expenses, demands or actions whatsoever and whensoever arising out of this hiring, provided that nothing in the foregoing shall be taken to include the deliberate or negligent acts or omissions of the Borough Council or its servants or agents in the course of their employment or agency. The hirer shall not assign, sublet, or part with the land or part thereof.
4. The hirer shall effect and produce to the Leisure Section by the first day of occupation, evidence of satisfactory Third Party/Public Liability Insurance in the sums stated on the booking form in respect of the relevant use, which cover the period of hire.
5. At the same time the hirer shall produce to the Leisure Section a Certificate granted by a chartered, structural or civil engineer within the preceding twelve months showing that each contrivance or apparatus has been inspected and found to be in a safe and satisfactory condition such as not to present any hazard or danger to users thereof or members of the public. Each piece of equipment must have Third Party/Public Liability Insurance in the sum of £5 million, and evidence of this Insurance must be produced to the Leisure Section. An electrical certificate by a chartered electrical engineer must also be produced.
6. The hirer shall comply with all relevant Statutes, Regulations and Bye Laws in force for the time being and in particular the Environmental Protection Act 1990 with reference to noise, the Town and Country Planning Act 1971 with reference to advertisements, The Health & Safety at Work Act 1974 and with the Borough Council's Bye Laws relating to pleasure fairs (copy available if requested). The hirer shall be required to close the Fair/Fete not later than 10:30pm on each night (10:00pm on Sunday), and shut down all generators within half an hour thereafter. No excessive music or noise shall be played after 10pm. The hirer will not permit "fly posting" of the event without prior agreement by the Supervising Officer.
7. The hirer is responsible for obtaining a premises licence to hold public entertainment, theatre, cinematographic and sporting events or to sell alcohol in accordance with the Licensing Act 2003.

A licence is required for any entertainment consisting of;

- Music, singing and dancing, which is not incidental to the main event.
- Karaoke.
- Sporting event.
- Theatre Production.
- Cinematograph exhibition.
- Sale of alcohol

The hirer is advised to contact the Licensing Department of the Council for further advice. Telephone (01795) 417304 or e-mail licensing@swale.gov.uk.

8. The hirer shall ensure an event risk assessment and Health & Safety plan is undertaken to assess the risk associated with staging the event. The purpose of a risk assessment is to identify hazards, which could cause harm, assess the risks which may arise from those hazards and decide on suitable measures to eliminate, or control the risks.

There are five steps, which need to be taken to assess the risk:

- Identifying the hazards associated with the activities contributing to the event, where the activities are carried out and how the activities are to be undertaken.
- Identify those people who may be harmed and how.
- Identify existing precautions, e.g. venue design, operational procedures or existing, safe systems of work.
- Decide what further actions may be required, e.g. improvement in venue design, safe systems of work, etc.

Ratings should be allocated to the risk, high, medium or low, the higher the rating the greater attention required to reducing, controlling the risk.

The reports must incorporate general safety and management issues including;

- Venue and site design
- Means of escape
- Fire hazards
- Electrical installation & Lighting
- Seating arrangements
- Communications
- Medical, ambulance and first-aid management
- Crowd Management
- Toilet Accommodation
- Provision for disabled people

Further information available on such risk assessments in "The event safety guide" ISBN0-7176-2453-6 Health and Safety Executive.

9. The hirer shall ensure that adequate arrangements are made, if necessary in consultation with the Chief Fire Officer and local Police, for the protection of the hirer's employees and property and members of the public.
10. The hirer shall provide and maintain proper adequate and hygienic sanitary conveniences for the hirer's employees and members of the public to the entire satisfaction of the Environmental Services Unit.
11. The hirer shall not permit or suffer any LIVE fish, animal or bird to be offered or given as prize in any raffle or competition, whether of skill or otherwise.
12. The hirer SHALL NOT permit or suffer disorderly conduct or any other activity which may be or become a nuisance or annoyance to the Borough Council or the owners or occupiers of any land adjoining the park/open space, and the hirer SHALL comply with any direction given at any time by or on behalf of the Technical Services Unit Manager requiring that any function or activity connected with the purpose of the hiring shall not commence or shall cease, as the case may be, if it appears that a breach of this condition is likely to/or has occurred.
13. The hirer shall at least SEVEN DAYS before arrival on the site meet with the Supervising Officer if so required and shall comply with any instructions given as to the siting of the Fair/Fete at the above venue, and also comply with any Police requirements.
14. The hirer shall ensure that the park/open space is kept and left in a clean and tidy condition and all rubbish is removed daily, and that any damage or disturbance to the said land is made good on or before the day of departure. (This in addition to Clause 22 of the Byelaws).

The hirer shall provide suitable protection to the kerbs and footpaths whilst vehicles are entering and leaving the land. Any damage will be re-charged to the hirer by the Council.

15. The hirer shall not, without the written consent of the Borough Council, sell nor permit the sale of any "instant" cash lottery tickets from any site, stall or kiosk in the park/open space, save that the exercise by the Borough Council of its right to sell "instant" cash lottery tickets from a stall or kiosk shall not render the hirer to be in breach of this condition.
16. The hirer SHALL NOT connect to any electricity or water supply of Council property without the written consent of the Technical Services Unit.
17. The hirer shall not permit any marking of the site in a manner, which will cause damage (marking of grassed areas may be by removable tape pegged by metal spikes and of hard surfaced areas may be by chalk or similar means). A distance of 10 metres on either side of any rights of way or fixed children's playground equipment, shall be kept clear of any obstructions, and kept clear at all times for emergency services.

18. The hirer shall ensure that any vehicle, generator or ride specially permitted upon the area must have satisfactory drip trays in order to contain any discharge fuel or grease.
19. The hirer is to ensure that all stalls, stands and vehicles from which food and drink is supplied to the public and all persons who engage in the handling of such food and drink, comply with the requirements of the Food Safety Act 1990 and The Food Safety (General Food Hygiene) Regulations 1995 and applicable Health & Safety legislation. The hirer shall furnish the Environmental Unit with a list of names and addresses of all persons intending to sell food or drink at least 7 days prior to commencement of the event.
20. Any electrical cables which are laid on the ground or attached to buildings where the public have access must be suitably protected from damage and interference.
21. The hirer shall make available first aid facilities and sign (illuminated during evening open hours).