



## EVENTS BOOKING FORM FOR THE "PARISH FIELD"

**Please return this Booking Form with a copy of your Temporary Event Notice, current Public Liability Insurance Policy and completed Risk Assessment Form to:**

Whatley Parish Council c/o Orr Farm, Chantry BA11 3LJ

If you require assistance in completing this form telephone the Parish Clerk on 07954 143993 or email to [clerk.whatleyparishcouncil@gmail.com](mailto:clerk.whatleyparishcouncil@gmail.com)

### 1. Hirer's Representative (Duly Authorized Person):

Contact Name: .....

Address: .....

Day Telephone No: ..... Evening Telephone No: .....

Mobile No on day of event: .....

e-mail: .....

Public Enquiries. *(If appropriate, please let us have contact details for passing on to enquirers.)*

i. Name & Address.....

ii. Telephone No.....

### 2. Hirer of the Venue:

Name of Organization: .....

Is the organization a registered charity? Yes  No

If yes, please give Number .....

Are you a community group? Yes  No

Other (please specify): .....

**3. When would you like the event/activity to take place?**

Date(s) required:

Date/s

Month & Year

Time required (Hours)

From

Please make sure to include any requirements for access before and after the event.

**4. Details of Event:**

Name of Event: .....

In order to hold a licensable activity a Temporary Event Notice (TEN) will need to be granted by the licensing authority. A copy of the granted TEN must be submitted to the Clerk, Whatley & Chantry Parish Council, **at least 14 days** before the event.

Activity	The event is licensed, with a TEN for	Times for which the activity is licensed	Indicate activities to take place at your event
a. The performance of plays		0830- 0000	
b. The exhibition of films		0830- 0000	
c. Indoor sporting events		0830- 0000	
d. Boxing or wrestling entertainment		0830- 0000	
e. The performance of live music		0830- 0000	
f. The playing of recorded music		0830- 0000	
g. The performance of dance		0830- 0000	
h. Entertainments similar to those in a – g		0830- 0000	
i. Making music		0830- 0000	
j. Dancing		0830- 0000	
k. Entertainment similar to those in 'l – j'		0830- 0000	
l. The provision of hot food/drink after 11pm		0830- 0000	
m. Provision of alcohol		0830- 0000	

Provision of Alcohol. If you answered YES to question **4.2.m** above, the sale and supply of alcohol must be supervised at ALL times by the Personal Licence Holder named in the TEN.

How many people do you anticipate attending the event? .....

**Note:** The Premises are only licensed for up to 499 persons, so this must not exceed 499.

Will this be a public/private event? Public/Private

Will an entrance fee be charged? Yes  No

Will a charitable collection take place? Yes  No

Will a sweepstake, raffle or lottery take place? Yes  No

If yes, will tickets be sold prior to event Yes  No

Will the event include any fun fair rides or inflatable units? Yes  No

If yes, please provide details on a separate sheet.

Will the event include fireworks? Yes  No

If yes, please provide details on a separate sheet.

Will a PA system be used? Yes  No

If yes, please provide details of the following to demonstrate compliance.

Position and orientation of speakers:

.....

How the volume of the music will be checked at the facades of noise sensitive premises:

.....

How the volume will be controlled e.g. who has access to the mixing desk or management of performers:

.....

Any other measure you propose to mitigate the effects of noise:

.....

A name and telephone number of a contact available at the event who will respond to reasonable instructions from Council representatives following substantiated noise complaints.

Name: ..... Tel: .....

**5. Insurance:**

Do you hold Public Liability insurance of £3 million? Yes  No

If yes, please enclose a copy of the policy with this booking form.

**6. Data Protection Act 2018**

This data is collected and held in a database on a computer for administration purposes. If the contact address and/or telephone number. refers to a private residence and you would prefer either of them not to be passed on please tick the boxes below.

Telephone numbers will be given out to telephone enquirers. Note: addresses of private residences are not given over the telephone.

**I do not agree to my telephone number (see ref 1.6 “Public Enquiries”) being given out to telephone enquirers.**

Would you like the name of the coordinator to be put onto the Whatley & Chanty Village website to advertise your event.

**I do not agree to my event being advertised on the Whatley & Chanty Village website.**

I apply as the Duly Authorized Person of the Hirer for permission to hold, on the Council’s land, the Event described in my application. If my application is accepted, I agree to pay any fees charged by the Council under the Standard Conditions of Hire, to observe the said Conditions and any other requirements which are notified to me by the Council prior to the commencement of the event. In addition, I agree to inform the Council of any changes to the application form.

Signed ..... Position: .....  
By its Duly Authorized Person

Date .....Cheque enclosed: £ .....

For PC use only:

Received by Clerk:	
Approved by WPC:	Application No:
Services Required: Electricity / Water	
Comments:	

# Standard Conditions of Hire for the Premises “Parish Field”

## 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 Parish Field.

'WPC' shall mean Whatley Parish Council.

'TEN' shall mean Temporary Event Notice.

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

## 2. GENERAL CONDITIONS

2.1 WPC 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 WPC 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 WPC the signed agreement of all its contractors and agents to these Conditions.

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 confirms that they have disclosed all relevant information requested by WPC in a full, frank and honest manner.

2.6 The Hirer has used its best endeavours to answer questions asked of it by WPC or its 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 WPC 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 WPC may in its absolute discretion approve or disapprove such a request. In no circumstances shall the Hirer conduct such Works without having received approval.

2.10 The Hirer will ensure that all laws and local bylaws are observed.

2.11 WPC prohibits the use of glass (including drinks bottles and drinking glasses) and china (including plates and serving dishes) on the grass area at the Venue. Any items of this nature brought to the Venue must be restricted to the tarmac area and strictly controlled. The Hirer will ensure that this requirement is complied with.

2.12 No Rights. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

2.13 It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of the Hiring Agreement unless specifically excluded by agreement in writing between Whatley & Chantry Parish Council and the Hirer.

2.14 None of the provisions of the Hiring Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to the Agreement.

### **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 WPC as such. The Hirer will immediately appoint a new representative and advise WPC of their details in writing, failure to do so will be grounds for WPC cancelling the Event.

3.3 The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises; the fabric and the contents; their care, safety from damage however slight or change of any sort; the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements (so as to avoid obstruction of the highway). As directed by WPC, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3.4 The Hirer shall not use the premises for any purpose or at times other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3.5 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

3.6 In the event of fire the Hirer will call the Fire Brigade and evacuate the premises. Accordingly, it is essential that exit routes are kept clear and unrestricted.

### **4. BOOKINGS**

4.1 Organizations must make an application in writing on the Events Booking Form, at least four weeks before the date requested for hire. WPC reserves the right to refuse any application for any hiring.

4.2 The Hirer shall obtain the written consent of WPC before giving the licensing authority a TEN application. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENS which can be granted annually for any premises.

4.3 The Hirer agrees with Whatley & Chantry Parish Council to be present (or its authorised representative, if appropriate) during the hiring and to comply fully with this Hiring Agreement

### **5. HIRING FEE**

5.1 WPC shall determine the hiring fee (if any) for use of the Venue, which shall be made known to the Hirer on acceptance of application by WPC. WPC reserves the right to alter charges, without notice, up to the time of confirmation of the booking by the Hirer.

### **6. PAYMENT**

6.1 Any Payment required is to be made to WPC upon receipt of an invoice within 14 days of receipt of that invoice. Cheques should be made payable to "Whatley & Chantry Parish Council".

## **7. DEPOSIT**

7.1 A Damage Deposit of £100.00 is to be paid by cheque (made out to "Whatley Parish Council") at least seven days before the Event. This will be returned to the organizer after the Event, subject to any deduction therefrom for any expenses incurred by the Council in respect of making good any damage to the Council's land or property caused by the Event.

## **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 conditions 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 WPC in association with the hire period will be levied against the Hirer. Notification of cancellation to be made in writing and received by WPC prior to the booking date and within the periods specified above.

## **9. CANCELLATION BY WHATLEY & CHANTRY PARISH COUNCIL**

9.1 Whatley & Chantry Parish Council reserves the right to cancel this hiring by either notice to the Hirer in the event that:

- a) it reasonably considers that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring
- b) the premises becoming unfit for the use intended by the Hirer. This may be the result of appropriate health & safety and fire prevention risk assessments and/or circumstances beyond the control of Whatley & Chantry Parish Council.
- c) the Venue is undergoing essential maintenance.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but Whatley & Chantry Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

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

## **10. PROPERTY (DAMAGE TO, LOSS OF, STORED)**

10.1 Whatley & Chantry Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or a fee of £10 will be charged for each day or part of a day until the same is removed.

10.2 Whatley & Chantry Parish Council may, in its discretion in any of the following circumstances:

- a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## **11. End of Hire**

11.1 WPC 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, WPC may dispose of the property without further notice to the Hirer.

11.2 The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise WPC shall be at liberty to make an additional charge.

## **12. DAMAGE CAUSED**

12.1 No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Clerk, Whatley & Chantry Parish Council. It will become the property of WPC unless removed by the hirer who must make good to the satisfaction of the WPC, if any damage caused to the premises by such removal.

12.2 The Hirer shall on demand pay to WPC, the reasonable amount incurred by WPC in repairing or replacing as appropriate (together with the WPC 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. WPC whose decision shall be final shall certify the amount of such damage.

## **13. INDEMNITY**

13.1 The Hirer shall indemnify and keep indemnified each member of the Parish Council and the Parish Council's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

13.2 The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability under paragraph 10.1 and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Clerk, Whatley & Chantry Parish Council. Failure to produce such policy and evidence of cover will render the hiring void and enable Whatley & Chantry Parish Council to rehire the premises to another hirer.

Whatley & Chantry Parish Council is insured against any claims arising out of its **own** 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 WPC 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 £3 million.

14.2 The Hirer will provide to WPC, 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 hereby notified that WPC'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 shall ensure that its contractors and agents are insured under the same insurance standards and requirements as outlined in 14.1 to 14.3.

## **15. NOISE POLLUTION**

15.1 At any Event, amplified music shall end by the time stated on the Booking Form.

15.2 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

### Maximum Volume

15.3 The Hirer to ensure that the amplified sound level from the Event does not exceed 80dB(A), expressed as an Leq during any 15 minute period, at one metre from the façade of any noise sensitive premises, including residential 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.

## Penalties

15.6 Noise pollution is a serious issue and there are penalties under laws and Council by-laws for Hirers who continue to cause nuisance. The Hirer must provide a mobile telephone contact for WPC at all times when the Event is taking place – this should be the one given on your booking form. If the number changes it is the responsibility of the Hirer to notify WPC in advance.

## **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. In the event of accident, incident and / or injury, the Hirer must complete and an Incident Report form (available on request from the Clerk) and return it to the Clerk.

## 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 ensure that they hold a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. Also, If you are playing 'sound recordings' at a public event you will require a Phonographic Performance Ltd Licence. For further information contact The Performing Rights Society on 08000 684828 and Phonographic Performance Ltd on 0207 534 1000.

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 WPC.

## **18. ALCOHOLIC DRINKS**

18.1 The Hirer shall not sell or provide alcohol at the venue during the hire unless agreed by WPC and where all necessary licences have been granted.

18.2 It shall be the Hirer's sole responsibility to have obtained a TEN for the sale of alcohol and all licensable activities and to ensure that any sale or consumption of alcohol is supervised by the Personal Licence Holder indicated on that TEN at all times.

18.3 If the Hirer fails to meet its obligations under para 18.1 OR 18.2, the Hirer shall be solely responsible and will meet any penalty imposed by the police, relevant authority or other empowered body.

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 WPC. 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. DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS**

19.1 The Hirer shall ensure that in order to avoid nuisance to local residents and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

19.2 No illegal drugs may be brought onto the premises.

## **20. FOOD AND BEVERAGES**

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

## **21. COMPLIANCE WITH THE CHILDREN ACT 1989**

21.1 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide WPC with a copy of their Child Protection Policy on request.

## **22. CHARITABLE COLLECTIONS**

22.1 The Hirer shall not hold, or permit to be held any charitable collection, other than one that has been agreed by Mendip District Council and where all necessary permits have been granted. Mendip District Council can be contacted on 01749 648999.

## **23. SWEEPSTAKES, RAFFLES, LOTTERIES & OTHER GAMBLING**

23.1 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 Mendip District Council.

## **24. ILLEGAL SALE OF GOODS & OFFERING OF PRIZES**

24.1 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.

24.2 The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

24.3 The following is a list of some prohibited goods as designated by WPC: a) the sale or gift of live animals, birds, fish and reptiles; b) the sale or gift of real or replica guns, knives and all other weapons; c) the sale or gift of illegal items.

## **25. ANIMALS IN EVENT**

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

## **26. ADVERTISING**

26.1 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.

26.2 Fly posting on the highway and on Local Authority (Whatley & Chantry Parish/Mendip District /Somerset County Council) property is illegal. For certain types of Event official direction signing via the RAC/AA may be accepted. For further details contact Somerset County Council on 0845 345 9155.

26.3 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each Whatley & Chantry Parish Council councillor or employee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority. WPC will support any prosecution brought by Mendip District Council against Hirers who fly-post.

## **27. DUTY TO REMOVE RUBBISH**

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

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

## **28. HEALTH AND SAFETY**

28.1 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.

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

### ELECTRICAL APPLIANCE SAFETY

28.3 The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

28.4 The Hirer shall ensure that no unauthorized heating appliances shall be used on the premises when open to the public without the consent of Whatley & Chantry Parish Council.

### MEANS OF ESCAPE

28.5 All means of exit from the Venue must be kept free from obstruction and immediately available for instant free public exit.

28.6 Emergency lighting must be supplied if the Event continues after dark, all exit routes must be illuminated and signed.

### ACCIDENTS AND DANGEROUS OCCURRENCES

28.7 In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR), the Hirer must report all accidents involving injury to the public to the Clerk, Whatley & Chantry Parish Council as soon as possible and complete relevant documentation. Any failure of equipment brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Clerk, WPC can give assistance in completing this form.

## **29. PUBLIC CONVENIENCES**

30.1 There are no toilet facilities at the Venue. The provision of temporary conveniences shall be organized and provided by the Hirer at the Hirer's expense who will ensure that they are maintained in a clean condition to the reasonable satisfaction of WPC at all times throughout the duration of the Event. These are to be removed at the conclusion of the Event.

## **30. VEHICLES**

31.1 No 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 WPC at least fourteen days before the Event and approved. WPC 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.

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

## **31. EXHIBITED VEHICLES AND MACHINERY**

32.1 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 the WPC. Unless special arrangements are agreed with WPC no exhibited vehicles and/or machinery shall be driven or moved from the areas allocated during the course of the Event.

## **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 for all equipment and machinery entering the site at least 21 days prior to arrival on site.

32.3 Daily records of equipment inspections to be available for scrutiny by WPC 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).

### Safety

32.5 The Hirer will 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.

## **33. FIREWORKS**

33.1 The Hirer must inform the Avon and Somerset Fire Service and the Police and the Highway Authority (SCC), 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.

33.4 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.

33.5 The Hirer shall ensure that there are 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.

33.6 The Hirer shall submit to WPC 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, WPC may at its own discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges, including cancelled future bookings.