



LAND HIRE TERMS & CONDITIONS

1. APPLICATION FORM

All applications for the hire of Town Council Land (hereinafter referred to as “the grounds”) must be made in writing via the Council's official application form, located on the website <https://www.burgesshill.gov.uk/help-point/land-hire/>. The Council reserves the right to refuse any application. If the Council accepts the application, the person or persons signing the application form (who must be 18 years of age or over) shall be deemed to be the hirer as well as the Business, Society, Association, Club or other body or organisation on whose behalf the application may be made and will be jointly and severally liable to the Council for the payment of the hiring fees and charges and for the strict observance of these Conditions of Hire.

2. HIRE SESSION

A hire session is defined as a period of either a ‘per day’ or ‘½ day’ (up to 4 hours) booking. At the time of application, the hirer must request on said application their preferred hire session, including the commencement and completion timings. All hire sessions must be in accordance with the 1974 Pollution Control Act.

3. FEES AND CHARGES

All fees and charges for hire of the grounds are contained in the current Burgess Hill Town Council charges sheet. All fees and charges are levied according to the rate applicable on the date of the hire session and not the date of making or confirming an application for hire.

4. PAYMENT OF FEES AND CHARGES

Payment of all approved fees and charges due MUST be made prior to the date and time of the booked session. The hirer shall pay such approved fees and charges within fourteen days of the receipt of the Council's official invoice, or by the stated payment date. Nonpayment of fees and charges due by the hirer seven days preceding the date of the hire session, will render the hire session subject to cancellation by the Council, at the Council's discretion. Payment of the official account for all bookings shall be made via BACS quoting the reference number on the invoice, or via debit/credit card, cash or cheque in-person via the Help Point, Burgess Hill Town Council, 96 Church Walk, Burgess Hill, RH15 9AS during office hours - Monday, Wednesday, Thursday, 9am - 5pm, Tuesday 10am - 5pm & Friday 9am - 4.30pm. The hirer shall pay the Council the approved fees and charges for the hire of the facilities irrespective of whether the hirer utilises the whole, or any part, of the period of hire as specified on the official invoice. The Council reserves the right to make an additional charge for late notice bookings.

5. PERIOD OF HIRE AND SURCHARGE

The hirer must adhere to the times of hire as stated on the official account and must ensure that the grounds are vacated on or before the end of the hire session. Should the time of hire be exceeded, the Council reserves the right to levy a surcharge not exceeding the previously booked session hire charge.

6. CANCELLATIONS

The Council's decision regarding Cancellations is final. A. Hirers will be eligible for refunds of charges paid for any land hire cancelled by the Town Council 1) due to adverse weather and ground conditions the hirer will then be entitled to either a refund to the value of the amount paid for the cancelled land hire or an alternative date and session time for the booking, subject to availability. In the case of the hirer cancelling the booking, the Council must receive written notification of such cancellation within 48 hours of the date of the affected booking. If no such notification is received as aforesaid then no refund or an alternative date and session time will be offered. 2) for any other reason than stipulated in paragraph 9A1, written notice must be received by the Council no fewer than 48 hours prior to the date of the booking before a refund/credit can be considered. No refund/credit will be granted without such written notice of cancellation being received. Failure by the hirer to give such notice of cancellation to the Council shall render the hirer liable for all charges in respect of the cancelled booking.

7. SUB LETTING

The hirer shall not sublet or assign the benefit of any permission granted by the Council to use the grounds, without the prior written approval of the Council.

8. INDEMNITY AND INSURANCE

The hirer shall indemnify the Council and keep the Council fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered/incurred by the Council arising directly or indirectly out of: (a) any act, omission or negligence of the hirer or any persons at the grounds expressly or impliedly with the hirers' authority or (b) any breach or non-observance by the hirer of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject PROVIDED THAT (and for the avoidance of doubt) there shall be no liability if and to the extent that the same shall be caused by or arise from any negligence, act or omission on the part of the Council, its agents, contractors or employees. In addition, all hirers shall obtain a policy of insurance against third party risks/public liability with cover provided for the minimum value of £5 million. A copy of the valid insurance certificate must accompany the application form or be received by the Council not less than 28 days prior to the date of the first hire session, except in circumstances approved by the Council.

9. RISK ASSESSMENT

All hirers shall undertake a risk assessment, with a copy of the assessment accompanying the application form or be received by the Council not less than 28 days prior to the date of the first hire session, except in circumstances approved by the Council.

10. RIGHT OF ENTRY

The hirer acknowledges the right of the Council and its duly authorised officers and servants to enter upon the grounds at any time during the period of hiring and determine the hiring forthwith in the event of the breach of any of the conditions herein contained.

11. GOOD ORDER

The hirer shall be responsible for good order being kept throughout the period of the hiring. The Council may charge the hirer for any expenses incurred in engaging the Police or other security personnel to preserve order prior to, during or after the period of the hire.

12. PROHIBITION OF HIRING

Should the Council be of the opinion that the hiring is likely to prove of an objectionable or undesirable nature, they shall have full power to cancel the hiring and return any money paid by the hirer, but in that event the Council shall not be liable to pay any compensation to any person or organisation in respect of that cancellation.

13. UNLAWFUL OR ILLEGAL ACTIVITIES

The hirer shall not cause or permit any ground hired to be used for any unlawful or illegal activity. Under the Counter Terrorism and Security Act 2015, the hirer shall not allow the grounds to be used to disseminate extremist views. If it appears likely to the Council that such activity will take place during the proposed hiring, the Council shall have the power to cancel the hiring immediately and any payment made of fees and charges will be forfeited. The Council reserves the right to report evidence of illegal activities on the premises to the Police and assist in their enquiries.

14. UNDESIRABLE SUBSTANCES & SMOKING

No article of an inflammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the grounds without the written authorisation of the Council. Under the Health Act 2006 smoking is illegal in any public building or place of work; this shall include any enclosed temporary structures such as a marquee with a ceiling and more than 50% walls.

15. HIRERS' EQUIPMENT

Hirers' equipment or property may only be stored with the prior written consent of the Town Council. Any such property shall be stored entirely at the risk of the owner and the Town Council shall not accept responsibility for any loss of (or damage to) any equipment or property stored. The hirer may not bring portable electrical equipment to the premises without first obtaining the written permission of the Council. Permission will only be granted if the equipment concerned has been tested and certified by a PAT registered electrical inspector. The hirer may not hold or store-controlled substances or other chemical agents on the grounds without the written permission of the Council. In order to obtain this permission, the hirer must provide all relevant information about the substance (e.g. COSHH Data Sheets, Risk Assessments etc.).

16. GROUND REINSTATEMENT

The hirer shall pay the cost of any works of repair or reinstatement required as a result of unnecessary and avoidable damage to the grounds resulting from the hiring. The hirer must report any damage to the Council on the first working day following the booking.

The hirer shall pay the cost of site clearance direct to the town council or their nominated contractor should the hirer fail to remove any material, equipment, rubbish or other such items left at the site post hire event which is a direct result of the hire event.

17. TEMPORARY CLOSURE

In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the grounds hired, the hirer agrees that the Town Council shall not be liable for any loss or claims arising from such closure.

18. CATERING & FOOD HYGIENE

Under Food Hygiene Regulations, mobile kitchen facilities are subject to inspection by an Environmental Health Officer. When making use of mobile kitchen facilities for catering purposes, the hirer is responsible for food safety and hygiene. Any hirer wishing to provide catering to the public on Council grounds must hold a valid Basic

Food Hygiene Certificate, the Council must be provided with a copy of this certificate. The Council will not be held responsible or liable for the hygiene of any food prepared on or off the grounds in connection with a booking.

19. CAR PARKING

The hirer shall be responsible for the control of all motor vehicles within the grounds and in relation to their specific grounds hire and approved in advance by the Town Council. The parking of vehicles on the grounds without the written authorisation of the Town Council is prohibited. Under no circumstances will the Town Council accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the grounds.

20. BYLAWS AND STATUTORY REQUIREMENTS

The hirer must comply at all times with all bylaws, regulations and statutory requirements relating to hire of the grounds or the intended use of the grounds. The hirer is responsible for obtaining any relevant statutory licences in relation to their organised activities during the hire period.

21. LIMIT OF ADMISSION

Where the nature of the hiring so requires, the number of persons to be admitted by the hirer shall be in accordance with the Town Council's recommendations and shall be brought to the attention of the hirer at the time of hiring. The hirer, if specifically requested to do so, shall keep a record of the number of persons admitted, to be available for inspection.

22. RIGHT OF ADMISSION

Notwithstanding any contractual agreement with the hirer, the Town Council reserves the right at its absolute discretion to refuse, or direct the hirer to refuse, admission of or to evict any person or persons from the grounds. The Town Council shall not be liable to pay compensation to the hirer arising out of this clause.

23. PUBLIC ACCESS

The public must not be prevented from having free access to all other areas of the grounds without the written consent of the Town Council.

24. PUBLICITY MATERIAL

The hirer shall not use the grounds for any purpose other than the purpose stated on the application form and approved in advance by the Council. All publicity produced in connection with a hiring must be approved by the Council before being issued for display.

25. FLY-POSTING

Advertising by means of fly-posting relating to the proposed hiring of the grounds is strictly prohibited.

26. BROADCASTING OR FILMING

No broadcast or television performance, either live or recorded, shall be made from the grounds without prior consent, in writing, from the Town Council. Applications for such consent are to be made at least twenty-eight (28) days before the date of the proposed recording or transmission.

27. HAWKERS AND VENDORS

No hawker, vendor, collector or canvasser shall be admitted to the grounds without the written authorisation of the Council.

28. GAMBLING

No sweepstakes, raffle or other form of lottery shall be promoted, conducted or held on the grounds hired, except such a lottery as is deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior written approval has been given by the Council, and the relevant statutory licence of permit has been obtained.

29. SAFEGUARDING CHILDREN & VULNERABLE ADULTS

All hirers are responsible for the safety and well-being of any children or vulnerable adults in their care. Hirers are responsible for reporting any concerns relating to the welfare of children and vulnerable adults to the Town Council.

30. CONSENTS

Any consents or approval by the Town Council under these conditions shall be given in writing by (or on behalf of) The Chief Executive Officer.

31. SPECIAL CONDITIONS

The Town Council reserves the right to modify any of these conditions, or to further impose conditions where the Town Council considers necessary.