

NORTH LINCOLNSHIRE BOROUGH COUNCIL
TERMS AND CONDITIONS FOR HIRE OF LAND FOR ONE-DAY EVENTS
(except for Circuses or Fairs)

1. **BOOKING:** All booking applications must be in writing on the EVENT BOOKING FORM FOR USE OF NORTH LINCOLNSHIRE BOROUGH COUNCIL LAND attached hereto. The person signing the Form will be considered the Hirer. Where an organisation is named in the application the organisation will also be considered the Hirer and shall be jointly and severally liable with the person who signs this form.
2. **SUPERVISION AND RESPONSIBILITY:** The Hirer will during the period of the hiring be responsible for supervision of the land/premises, the fabric and the contents, their care, safety from damage however slight and the behaviour of all persons using the land whatever their capacity including proper supervision arrangements so as to avoid danger to members of the public and obstruction of adjoining Council land.
3. **COMPLETION OF HIRE:** At the end of hiring the Hirer shall be responsible for leaving the land and surrounds in a clean and tidy condition. Should this not be complied with North Lincolnshire Borough Council reserves the right to make an additional charge which may be deducted from the bond paid.
4. **CHILD PROTECTION:** In the event that the hiring involves the attendance of children and young persons under the age of 18 at the land, the Hirer confirms that there will be in place an appropriate Child Protection Procedure. The Hirer agrees to ensure that all adults present on the land and employed by the Hirer and/or organisation are aware of this Procedure and abide by it. The Hirer confirms that, when necessary, under the terms of the Child Protection Procedure, appropriate Criminal Records Bureau checks will be carried out in respect of persons involved with children and young people on the land during the course of the hiring.
5. **EXCLUSIONS:** The Hirer shall not use the land for any purposes other than that described in the EVENT BOOKING FORM and shall not sub-hire or use the Land or allow it to be used for any unlawful purpose or in any unlawful way, nor do anything to bring on to the land anything which may endanger the land, or any insurance policies connected with the land/premises.
6. **PUBLIC SAFETY:** The Hirer shall comply with all conditions and regulations made in respect of the land by the Fire Authority, Local Authority, the Police, the Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music, or other similar entertainment or stage plays and shall ensure that such events shall not involve the infringement of any copyrights or performing rights.

7. In addition to paragraph 6. the Hirer shall submit to the Council's Safety Advisory Group a notification form, detailing relevant risk assessment and details of the safety management and organisational arrangement in respect of the proposed event. The notification shall include a layout plan of the event to be held together with an inventory of all goods and equipment at least 6 months prior to holding the event and the Hirer will notify the Council for approval of any changes to the proposed layout as soon as reasonably possible thereafter in order to obtain the Council's written approval. The Hirer will ensure the appropriate risk assessments are undertaken in formulating the layout of the event.
8. EMERGENCIES: The Hirer must provide a first aid kit in contemplation of a potential emergency on the Premises during the period of this hire agreement.
9. DAMAGE: The Hirer shall indemnify North Lincolnshire Borough Council for the cost of repair of any damage done to any part of the property, which may occur during the period of the hiring as a result of the hiring.
10. ELECTRICAL EQUIPMENT: It is the responsibility of the Hirer to ensure that the electricity supply is adequate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment. Furthermore, the Hirer must produce evidence to the Council that all electrical equipment has been PAT tested before it is brought onto the Land.
11. INSURANCE: The Hirer acknowledges that the loss of any items left unattended on the Premises is not the responsibility of the Council. Also, the Hirer must have a minimum of 2 million pounds public liability insurance cover for a single event and a minimum of 10 million pounds public liability insurance cover for a single event where children are involved in the activity or the activity involves contact sports.
12. ACCESS: The Hirer shall allow any duly authorised officer of North Lincolnshire Borough Council access to the land or any part thereof at all times during the hiring.
13. In the event of the land or any part thereof being rendered unfit for the use of which it has been hired, North Lincolnshire Borough Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.
14. INDEMNITY: The Hirer shall indemnify North Lincolnshire Borough Council against all claims, demands, actions or proceedings in respect of the default or injury caused by or to any person which shall occur whilst the person is attending the event the subject of the Hire Agreement or in respect of any loss or damage suffered or sustained by any person during the event.
15. SAFETY POLICIES: The Hirer shall comply with North Lincolnshire Borough Council's safety policies in respect of the land, in particular, the 'Safe Operation of Gates and Barriers' policy which is attached to this Agreement.

"SAFE OPERATION OF GATES AND BARRIERS POLICY"

1. Changes from the last issue

- 1.1 Second Issue
2. Purpose
 - 2.1 To explain the correct, safe operation of gates and barriers.
3. Responsibilities
 - 3.1 Employees, contractors, clients, visitors or any other users acting as temporary key holders at facilities/sites will be responsible for the safe operation of barriers and gates whilst on site.
4. General Guidance
 - 4.1 Barriers MUST be secured at all times in the open or closed position using a padlock, no other proprietary methods are to be adopted.
 - 4.2 Where barriers are found in either the open or closed position and not locked by a padlock, then they are to be made safe before reporting the finding to management.
 - 4.3 Gates must be secured when closed using a padlock.
 - 4.4 When opened, gates are to be secured using the 'Drop Bolt' into the 'Ground Socket'. If left unattended the 'Drop Bolt' is to be secured using a padlock.
 - 4.5 At no time are barriers and gates to be left unsecured or partially opened.**
5. Repairs and Maintenance
 - 5.1 If gates/ barriers are assessed to be unsafe they must not be used.
 - 5.2 Damage or defects are to be reported to the site/ line manager immediately.

Name of Event _____

Description of Event _____

Date of Event _____

Location Required _____

Identified on Drawing No: _____

Access (set-up) Start Date/Time _____

Access Finish Date/Time _____

Public Start Date/Time _____

Public Finish Date/Time _____

Full Name of Hirer _____

Full Address of Hirer _____

Contact telephone number _____

Email address _____

The Hirer hereby agrees to comply in all respect with the attached 'NORTH LINCOLNSHIRE BOROUGH COUNCIL TERMS AND CONDITIONS FOR HIRE OF LAND FOR ONE-DAY EVENTS' and pay the Fee of £_____ plus a Bond of £_____ made payable to North Lincolnshire Council.

Hirer's Signature _____

Date _____

Signed on behalf of North
Lincolnshire Borough Council _____

Title of Council Officer: _____

Date: _____
