**TERMS OF USE**

**1. Use of the Venue**

1.1The Event Organiser willaccept in writing that the Venue is fit for the required purpose.

1.2 During the Event, the Event Organiser will appoint someone who will be the main point of contact for any complaints or concerns.

1.3 The Event Organiser must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not.

1.4 The Event Organiser shall be responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil its contractual obligations specified in these Conditions.

1.5 The Event Organiser shall be responsible for the supervision and control of all Event participants, officials, visitors and spectators.

1.6 The Event Organiser shall be responsible for ensuring that appropriate insurance cover is in place for the general public and any of its employees (if relevant) in relation to the Event.

1.7 The Event Organiser shall not be permitted to remove or obscure Council notices or placards displayed at the Venue without the prior written consent of the Council.

1.8 The Event Organiser shall not interfere with or attach anything to the property of the Council (or any of its suppliers) including any item of street furniture or parks furniture except with the prior written consent of the Council.

1.9 Where the Council has agreed that the Venue shall be used for a fun fair, the Event Organiser shall supply full details of all sideshows, rides and other entertainments prior to the due date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication ***Fairgrounds and Amusement Parks - Guidance on Safe Practice*** published by the Health and Safety Executive and all other statutory requirements.

1. **Payment and Payment Methods**

2.1 Payment of all fees and charges must be made to the Council in full by the due by date or, if no date is specified, no later than twenty one [21] days of the date of invoice or demand. If payment is not received in accordance with this **Clause** 2.1, the Council may terminate the contract and claim damages and reserves the right to take legal action to recover the costs

2.2 The Council accepts no responsibility for the non-arrival of any relevant application forms or remittances.

1. **Refusal of Booking and Cancellation**

3.1 The Council reserves the right to refuse any application for the hiring of a Venue without being required to give any reason for such refusal.

3.2 The Council reserves the right to withdraw permission to use the Venue, and if it does so, the Council shall be under no liability for any expense incurred or loss sustained by the Event Organiser as a result of the cancellation.

3.3 Cancellation by the Event Organiser of a booking must be in writing and the effective date of the cancellation will be the receipt of such information by the Council. If the cancellation is within five [5] days of the date of the commencement of the Event or Period Of Hire, whichever is the earlier, then upon cancellation (subject to the discretion of the Council in appropriate cases) the Event Organiser shall remain liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.

3.4 The Council accepts no responsibility for the non-arrival of any relevant notices of cancellations

1. **Damage or Loss**

4.1 The Event Organiser will be liable in the event of any damage or loss to the Venue or property of the Council (loss of keys, loaned cones and signs, etc.) or any of its suppliers.

4.2 The Event Organiser shall repay to the Council on demand the cost of reinstating, repairing or replacing or cleansing any part of property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the Period of Hire if related to or by reason of the hiring, in which case the Event Organiser will be liable for the costs and costs will be charged to the Event Organiser.

4.3 The Council's valuation of any damage/loss is final.

1. **Right of Entry**

5.1 Authorised Council Officers shall be permitted entry to the Venue at all times during the Period of Hire.

5.2 The Council reserves the right to refuse admission to or evict any person from the Venue.

5.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

1. **Health and Safety**

6.1 The Event Organiser shall undertake a risk assessment for the Event and shall ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines relevant thereto at all times during the Event and while preparing and clearing the Venue for the Event.

6.2 Where the Council has agreed that the Venue shall be used for a fun fair then the Event Organiser shall supply the Council with ADIP Certificates for all attractions which will be operating at the Event in accordance with the Provision and Use of Work Equipment Regulations 1998.

**Specific Information relating to Health and Safety at specialist events can be found on the Health and Safety Executive's website at:**

[**http://www.hse.gov.uk/risk**](http://www.hse.gov.uk/risk)

**Emergencies**

6.3 The Council shall have the right to cancel and booking forthwith in the event that the Venue is affected by an emergency of any kind. The Council at its sole discretion will consider refunding part or all of any charges paid, (acting reasonably in all circumstances).

1. **Indemnity and Insurance**

7.1 The Event Organiser's and the Council's liability for personal injury to or death of any persons, arising out of or in connection with the contract, due to its negligence, shall be unlimited.

7.2 The Council shall not be responsible and will not accept liability for any loss or damage howsoever, and by whomsoever caused, to property sustained by any person in the Venue.

7.3 Subject to Clause 7.1, the Event Organiser shall be responsible for all safety aspects of the Venue prior to, during or subsequent to the Event, and shall accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue.

7.4 Subject to Clause 7.1, the Event Organiser agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Event Organiser.

7.5 The Event Organiser is responsible for ensuring Public Liability Insurance at such level as required by the Council (minimum £5 million) is obtained in respect of any exhibitor, ground entertainer, sub-contractor or caterer which the Event Organiser has instructed or authorised to appear at the event and, if such entities have employees, that Employer's Liability insurance at an amount equal to the greater of £10,000,000 or in accordance with statutory requirements is obtained. Failure to produce evidence of insurance in accordance with this Clause 7.5 will give the Council a right to cancel the application for the event.

1. **Licensing**

8.1 It is the responsibility of the Event Organiser to obtain the appropriate licences to cover the Event. Event Organisers will be advised of any licensing requirements following submission of their Event Notification Form.

8.2 The Event Organiser shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place, and the Event Organiser shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.

8.3 If the Event Organiser is intending to use music of any kind at the Event (including live performances or recorded background music) they must ensure they have obtained the correct licence for its use from the Performing Rights Society Ltd. Any costs or fees incurred from the Performing Right Society Ltd., due to the incorrect licence being used will be passed to the Event Organiser.

1. **Waste Management**

9.1The Event Organiser shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the Event and at the end of the Event. The Event Organiser shall ensure that the Council's obligations under the Environmental Protection Act 1990 - Code of Practice on Litter and Refuse are discharged.

9.2 All litter and refuse generated by the Event shall be removed from the Venue by the Event Organiser within two [2] hours of the event finishing, unless the parties agree that the Council shall remove litter and refuse after the Event and the charges for such removal.

9.3 Any property of the Event Organiser or the Event Organiser's agents must be removed at the end of the Period of Hire or by a time and date to be agreed with the Council. The Council accepts no responsibility for any property left on the Venue before, during or after the Period of Hire.

1. **Property Not Removed**

The Council may remove and store any property that is left by the Event Organiser in or upon the Venue after the Period of Hire. The Event Organiser shall repay to the Council on demand the costs of any such removal and storage. The Council shall not be held responsible for any damage to or theft of property during its removal or storage. The Council is entitled to remove and sell in such a manner as the Council decides any property left at the Venue and not claimed within twenty-eight [28] days and the proceeds of any such sale shall belong to the Council.

1. **Traffic Management**

11.1 Where it is necessary to make a road closure order, it is the responsibility of the Event Organiser to ensure that an appropriate traffic management plan is submitted alongside the Event Notification Form and no later than eight [8] weeks before the proposed date of the Event.

11.2 It is the responsibility of the Event Organiser to liaise with the Council regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Event Organiser agrees to comply with any requirements of the Council regarding traffic management.

1. **Variations to Agreement**

The Council reserves the right to vary the conditions of the contract between the Council and the Event Organiser at any time on seven [7] days' notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Event Organiser may, within seven [7] days of receipt of any such variation notice, terminate this contract.

1. **Safeguarding**

13.1 The Event Organiser is required to take reasonable measures for the protection of children and vulnerable adults. Where the event is exclusively or primarily for children and young people, the Event Organiser should have in place a "child protection" or "safeguarding" policy.

***Guidance on "child protection" or "safeguarding" policies can be found on the NSPCC website at:*** [***www.nspcc.org.uk***](http://www.nspcc.org.uk)

1. **Assignment**

The booking shall be personal to the Event Organiser and the right to use the Venue shall not be sublet, assigned or otherwise transferred. The Event Organiser shall not assign the benefit or burden of any part of the contract or sublet or subcontract any part of the facility without the prior written consent of the Council.

1. **Definitions**

15.1 ***"Conditions"*** means these booking conditions which shall form part of the contract between the Council and the Event Organiser.

15.2 ***"Contract'*** means the agreement between the Council and the Event Organiser comprising the Event Notification Form and these Conditions.

15.3 *"****Council****”* means Tameside Metropolitan Borough Council and includes its successors in title.

15.4 ***"Event'*** means the purpose for which the Venue has been booked.

15.5 ***"Event Notification Form"*** means the Council's standard application form to be completed by the Event Organiser to apply to hold the Event which when accepted by the Council shall form part of the Contract

15.6 ***"Event Organiser”*** means the company or the representative of the organisation booking the Event and who pays any fees due.

15.7 ***"Period of Hire"*** means the dates, and where applicable the times, between which the Event Organiser hires the Venue

15.8 ***"Venue"*** means the location booked for the event including the immediate surrounding area open to the public.