

## 1. STANDARD CONDITIONS OF HIRE

### 6.1. Applications

All correspondence and applications for the Hire of Premises must be made to the Town Clerk who reserves the right to call for further particulars of the proposed Hiring.

Bookings for Seaford green spaces are accepted from January each year for the following calendar year to be reviewed and accepted by the Projects and Facilities team.

### 6.2. Hirer

The Hirer must be over 18 and shall be the person by whom the application and agreement for hire is to be signed. Such person shall be responsible for the payment of all fees due in respect of the Hiring and for the observance and performance of these conditions; depending on the proposed purpose for hire, special conditions may also apply.

### 6.3. User

- (a) No part of the premises is to be used for any purpose other than the purpose of the Hiring.
- (b) No part of the Premises is to be used for any unlawful purpose or in any unlawful way.
- (c) The Hirer shall not enter upon the Premises prior to the agreed hire period, for any purpose without the prior written consent of the Council.
- (d) The Council reserves the right to refuse access or terminate the agreement if any of the terms and conditions have not been adhered to; or any regulations relevant to the purpose of hire have not been complied with.

### 6.4. Fees and Charges

- (a) The Hirer shall pay to the Council, in addition to the agreed hire fee, such amount by way of security deposit. In the event of damage occurring during the Hiring, this security deposit, or the requisite part thereof, will be applied to the account or in satisfaction, as the case may be, of any sum due from the Hirer in respect of the cost of making good any damage. Any balance not so applied will be returned to the Hirer.
- (b) The Council reserves the right to refuse access to the premises hired, if the whole of the fees have not been paid.
- (c) The Council also reserves the right to refuse to accept payment by cheque.

### 6.5. Payment of Charges

- (a) A deposit amounting to 25% of the hire fee is payable upon submission of the application for hire and this deposit is non-refundable once the terms have been agreed by Seaford Town Council, except in the event of cancellation under condition 16.
- (b) The balance of the Hire fee plus a further security deposit is required to be paid no later than 10 working days before the period of Hire. The security deposit, as in condition 4(a), will be of an amount pursuant to the purpose for hire. This deposit may be paid by cash or cheque. Special arrangements may be made for payment of a series of bookings.
- (c) Cheques must be made payable to Seaford Town Council. Cheques will be banked on receipt. Repayment of the full security deposit amount will be made within 10 working days of the hired land being returned in an acceptable condition to close the hire licence; subject to any deductions necessary under the terms of condition 4(a).

### 6.6. Supervision

- (a) During the Period of the Hiring the Hirer is to be responsible for:-
  - aa) the efficient supervision of the Premises including (without prejudice to the generality of the above):
    - (i) the effective control of children
    - (ii) the orderly and safe admission and departure of persons to and from the Premises.
    - (iii) the orderly and safe vacation of the Premises in case of emergency
  - (ab) the safety of the Premises
  - (ac) the preservation of good order and decency in the Premises
  - (ad) ensuring that all doors (if any) giving egress from the Premises are left unfastened and unobstructed and immediately available for exit
  - (ae) ensuring that no obstruction is placed or allowed to remain in any way giving access or egress to the Premises
- (b) The Hirer is to provide such number of competent stewards and attendants as may in the opinion of the Council be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons) present.

#### **6.7. Expiration of Period of Hiring**

At the expiration of the period of the Hiring, the Hirer is to leave the Premises in a clean and orderly state free of litter and in particular the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer.

#### **6.8. Agreement personal to Hirer**

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired, without the prior written consent of the authorised officer of the Town Council.

#### **6.9. Damage to Council Property**

The Hirer is to take good care of and not cause any damage to be done to the Premises or to any fittings, equipment or other property in the Premises the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises.

#### **6.10. Injury to Persons and Loss of Property**

- (a) The Council will not be liable for the death of or injury to any person attending the Premises for the purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the Council.
- (b) The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Premises either by the Hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the Council
- (c) The Hirer will indemnify the Council against all liabilities arising from the actions of the Hirer to include but not be limited to those liabilities mentioned in this condition.

#### **6.11. Third Party Insurance**

The Hirer is to have in force throughout the Period of the Hiring a policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer against third party risks for a sum of not less than £5,000,000 and at the request of the

Council will produce to the Council not later than 21 days prior to the Period of the Hiring evidence of such policy.

#### **6.12. Further Exclusions of Liability**

- (a) The Council will not be liable for any loss or damage due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Premises to be temporarily closed or the Hiring to be interrupted or cancelled.
- (b) The Council will not be liable for any other loss or damage resulting from high seas, sea spray, storm, tempest or any other cause whatsoever.
- (c) The Council gives no warranty that the Premises are legally or physically fit for any specific purpose.

#### **6.13. Right of Entry**

The Council reserves the right for duly authorised members or officers or employees of the Council to enter the Premises at any time for any authorised purpose, including for the purpose of ensuring compliance with the terms of this agreement. Any ticket takers or stewards are to be notified accordingly by the Hirer.

#### **6.14. Nuisance**

The Hirer shall not do anything or suffer or permit any person attending the Premises to do anything likely to cause annoyance or to be a nuisance to neighbouring occupiers.

#### **6.15. Cancellation by Hirer**

- (a) If the Hirer wishes to cancel the Hiring in whole or in part the Hirer must give to the Council notice to that effect.
- (b) A non-refundable deposit fee of 25% of the full amount is required upon application, with payment in full provided 10 days working days prior to the event start date.
- (c) Cancellations within 28 days of event booking will be charged a 25% of the total booking. Within 10 days of an event booking 50% of the total booking fee will be charged and 48 hours of the event 100% of the total booking fee will be charged.
- (d) Cancellation due to weather conditions, the Town Council is unable to offer a refund, however, can look at re-arranging the event on an alternative date in the calendar year for the existing price charged.
- (e) Refundable security deposits can be requested should the event place the open space at risk of damage, refundable within 2 working days of the open space passing inspection successfully after the event. Security deposits can be refunded via BACS or cheque.

#### **6.16. Cancellation by Council**

- (a) The Council may cancel the Hiring if the Premises are required for any purpose in connection with a Parliamentary or local government election or if the premises are rendered unusable by any such event as is mentioned in Condition 12(a).
- (b) If the Hiring is cancelled for any such reason as is mentioned in Condition 16(a) the Council will give to the Hirer the maximum practicable notice and refund the Fee including the 25% deposit but will not otherwise be liable to the Hirer.
- (c) The council may cancel the hiring if, as a result of exceptional weather conditions, the Premises is rendered unsuitable for use in the council's opinion, or that of any duly authorised officer.

#### **6.17. Breach by the Hirer**

Should the Hirer fail to observe and perform any of these conditions and any appeal conditions the Council reserves the right to:

- (a) Charge and recover from the Hirer any expenses incurred by the Council in remedying such failure including the employment of such agents as may be appropriate; and
- (b) Cancel the Hiring of the Premises by the Hirer forthwith without incurring any liability to the Hirer for the return of any fee or otherwise.

#### **6.18. Statutory requirements**

The Hirer shall not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises nor which would or might vitiate in whole or in part any insurance effected in respect of the Premises.

#### **6.19. Complaints**

Any complaint arising out of the Hiring must be notified immediately to an authorised officer available at that time; and confirmed in writing to the Council within 3 days after the expiration of the period of Hiring. If an event is taking place over a weekend or bank holiday, and an officer is not contactable at that time, the complaint must be made on the next available working day. Out of hours officer contact details may be made available upon request if it is deemed necessary.

#### **6.20. Council to Act by its officers**

The Council may act through any authorised officer and references in these Conditions to any approval, discretion, consent or requirement of the Council are deemed to be references to the approval, discretion, consent or requirement of any such officer and anything which the Hirer is required to produce to the Council is to be produced to such officer.

#### **6.21. Notices**

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement in the case of a notice, demand or request to the Hirer and to the Town Clerk at the Council's office in the case of a notice, demand or request to the Council.

#### **6.22. Key Deposits**

If your event requires the use of keys (e.g. field keys/abloys), this will require a cash security deposit of £10 per key which will be refunded on return of same. Where a number of keys are required a deposit reflective of the quantity shall be determined.

#### **6.23. Special Conditions Applicable**

In special circumstances additional terms may be required or a special hire license may need to be signed by both parties before hire can be approved. Clear notification of the intended purpose for hire is required at the stage of application; and the requirement for special conditions shall be determined by the Council prior to any agreement.

#### **6.24. Special Arrangements for Voluntary Groups**

Seaford Town Council aims to support local voluntary/community and charity organisations wherever it can. When special arrangements have been made relating to the hire of the field, particularly in connection with hire fees, the Council would ask that records of income and donations are submitted following each event. This serves a number of purposes, not least the opportunity for Seaford Town Council to note the benefits for local groups.