

TERMS AND CONDITIONS FOR THE HIRE OF WARMINSTER TOWN PARK

Please sign and return a copy of this document to Warminster Town Council (WTC), along with the completed application form, as acceptance of the terms and conditions.

Name of event:

Name of organisation:

Name of organiser:

Contact details: Tel (day):Mobile:

Email:

1. As an organiser of a planned public event, WTC will expect you to take a sensible, pragmatic and practical approach to the management of your event, recognising your legal health, safety and welfare responsibilities to participants, spectators, volunteers (plus staff and contractors) and the general public.
2. The organiser shall obtain all necessary planning or other permissions, licences (TENs for live entertainment, street theatre and if selling alcohol) and consents (if any) from all appropriate authorities and serve or display all notices that may be required to exercise the rights on or from the property. TENs can be applied for online at <http://www.wiltshire.gov.uk/licences-permits-ten>
3. The organiser must obtain public liability insurance providing a minimum cover of £5 million or such higher sum as WTC shall from time to time stipulate and to maintain such insurance at all times during the period of this agreement paying all premiums as and when they become due, and providing to WTC, if so requested, copies of such insurance policy and evidence that the current premium has been paid.
4. The organiser must comply with all relevant health, safety and fire precaution legislation together with the Events Industry Forum 'Purple Guide'.
5. The organiser must prepare suitable and sufficient written general risk and fire risk assessments, identifying any significant hazards which can be reasonably foreseen arising out of the event and the likely persons at risk.
6. The organiser must prepare an action plan (or event safety plan) of appropriate control measures to reduce (or mitigate) the significant hazards identified in the risk assessment.
7. The organiser must put in place an adequate health and safety audit and monitoring system to make sure that the control measures identified in the risk assessments are, in actual fact, being implemented.

8. The organiser must have in place contingencies to deal with incidents and situations as varied as an entertainment act cancelling at short notice, severe weather, or the unavailability of key staff in your team. You will also need to consider your response to more serious emergencies, including major incidents that will require the help of the emergency services and implementation of their regional emergency plans.
9. The organiser must have in place adequate emergency evacuation procedures and be equipped and have robust measures in place to move the audience to a total or relative place of safety without delay.
10. The organiser must ensure that, if applicable, vehicles and pedestrians are safely segregated. Only authorised vehicles, as acknowledged in the application form, will be permitted to park on site.
11. The organiser must put in place adequate first aid arrangements to cater for the size and nature of the event. WTC strongly recommends that you include the visiting public in your first aid, medical and ambulance needs assessment.
12. The organiser must provide sufficient numbers of 'competent' marshals and stewards to cater for the size and nature of the event.
13. The organiser must ensure that there are sufficient numbers of SIA staff on duty to deal with:
 - (a) Screening a person's suitability to enter the event/venue, e.g. individuals under the influence of alcohol or drugs or demonstrating antisocial behaviour
 - (b) Searching of persons and/or property to prevent items that are unauthorised or illegal from entering the event site, e.g. alcohol, drugs or weapons
 - (c) Responding to incidents within crowds, queues or the audience to control behaviour which is antisocial, undesirable or likely to result in harm to others
 - (d) Providing a security presence to prevent and detect crime within a designated area.
14. It is the organiser's responsibility to monitor and manage noise levels. Music will not be permitted to be played after [end time of the event].
15. The organiser must inform all residents that may be disturbed by noise at least two weeks prior to the event. Residents must be provided with a phone number that they can call during the event so that they can make a complaint to the organisers should they feel they are being subject to unreasonable disturbance. A record should be kept of any complaints made, actions that were taken to investigate and where necessary resolve the complaint. *If requested, records must be made available for inspection by an officer of WTC.*
16. The organiser must ensure that noise monitoring is carried out during the event. A responsible person should go to the boundary of the nearest noise sensitive properties periodically through the event and make a judgment on the sound levels. If the sound levels are unreasonable measures should be taken to reduce the volume. A record should be kept of these checks. *If requested, records must be made available for inspection by an officer of WTC.*

17. If indicated in the fire risk assessment, the organiser must set up adequate fire-points stocked with suitable and appropriate fire-fighting equipment to deal with all classifications of fire. Marshals/stewards must be trained to be able to correctly select and use the available fire-fighting equipment.
18. If relevant, the organiser must ensure that mobile caterers and food vendors operating on their behalf are reputable, registered with their local authority and that their staff are properly trained in safe food handling and preparation techniques. In addition all food vendors must comply fully with the requirements of The Food Hygiene (England) Regulations 2006 and the provisions referred to therein, and any amendments thereto. *If requested, records must be readily available for inspection by an officer of WTC.*
19. If relevant, the organiser must ensure that all visiting mobile caterers are trading with the full knowledge of the existing Town Park food concession vendors.
20. If food traders are using Liquid Petroleum Gas (LPG) appliances to cook with, the organiser must ensure that all appliances are correctly installed, used and maintained in accordance with current statutory regulations and the manufacturer's instructions. Written evidence must be provided to demonstrate that LPG appliances and systems, such as those found in mobile catering units, portable stoves, BBQs or hog roast units, have been regularly maintained by a Gas-Safe® Registered engineer. All other cooking appliances using LPG will require regular servicing and maintenance to ensure that they are operating safely without the risk of fire or explosion. *Prior to trading, up-to-date gas safety certificates must be sent to WTC.*
21. The organiser must obtain in writing from any person that erects or constructs any temporary structures, e.g. marquees, staging, scaffolding etc., confirmation that it is safe, fit for purpose and that it meets all British and European safety standards. *If requested, records must be readily available for inspection by an officer of WTC.*
22. The organiser must ensure that any marquee brought onto site is manufactured to current British Standards of fire retardancy or is treated to be inherently or durably flame retardant. *If requested, records must be readily available for inspection by an officer of the council.*
23. The organiser will be responsible for making sure that 'contractors' offering an activity (such as the 'stunt cycle display') that involves members of the public are 'competent' and that any equipment or device used in the activity has been adequately maintained. In addition the organiser must ensure that all contractors and providers of equipment, marquees or leisure activities have adequate Public Liability Insurance in place. WTC currently stipulates £5 million per claim.
24. All contractors and providers of equipment will be expected to wear high visibility (hi viz) clothing while working in the Town Park.
25. If making use of power supplies from nearby properties (e.g. the boathouse) for use in the trade stalls or stands:
 - (a) Before use all electrical systems must be tested and certified as safe and without inherent risk by a competent person (normally an electrical engineer) to BS 7909, BS 7671 and the IET Wiring Regulations, 17th Edition.
 - (b) Each power point servicing an electrical cable must be protected by a residual current device (RCD).

- (c) All cabling must be laid by a competent person in such a manner as not to become a danger/trip hazard to the public. Cables liable to be damaged by vehicles must be protected by suitable conduits/toughened covers or erected at a safe height of not less than 8 feet and prominently highlighted.
 - (d) All open air electrical points must be waterproof (to IP65) preferably with bayonet connectors. ***Please note: indoor extension sockets and cables are not acceptable for external use.***
26. The organiser must make suitable arrangements for a qualified electrician to check the safe operation of portable generators, including those which have been brought to the venue by other persons such as caterers. Where necessary, they should be properly earthed and located away from public areas or surrounded with appropriate barriers. It is important that checks are made to make sure that the generator has been adequately maintained and it is not supplying more appliances and equipment than the output rating of the generator. Overloading a generator can cause a fire to start.
- Remember*
- (a) The total electric load on the generator should never exceed the manufacturer's rating.
 - (b) Refuel before use as excessive engine heat could cause a fire or explosion if fuel is spilt on a hot engine.
 - (c) Store fuel in a properly designed container in a safe location, away from children.
 - (d) Each power point serving the electrical equipment or cable must be protected by a Residual Current Device (RCD).
 - (e) Keep extension cords out of the way so they do not present a trip hazard.
 - (f) All open air electrical points must be waterproof (to IP65) preferably with bayonet connectors. ***Please note: indoor extension sockets and cables are not acceptable for external use.***
27. The organiser must ensure that all portable electrical equipment is subject to a visual safety inspection prior to use and that the equipment has undergone a formal portable appliance test ('PAT') within the 12 months prior to the event. *Please refer to the HSE's guidance on 'Health and Safety for Entertainers'.*
28. If relevant, the organiser must ensure that any events/activities held on the lake are properly managed with adequate rescue, life-saving measures and first aid arrangements in place.
29. The organiser must ensure that mechanical/electrical amusement devices (funfair rides) have been subject to an ADIPS annual inspection and been issued with a Declaration of Operational Compliance (DOC) as awarded by the inspection body issuing the report of the initial test. *If requested, records must be readily available for inspection by an officer of WTC.*
30. The organiser must ensure that any inflatable device, e.g. bouncy castle/slide, brought onto site has been adequately maintained, tested and inspected under the 'PiPA' Play Inspection Scheme (or equivalent) and designed to BSEN 14960.
- Using an inflatable on hard standing:** methods of ballast should have calculations undertaken and approval from the manufacturer that ballast can and will be acceptable in substitution of the eyelets being used and staked into grass. Monitoring the wind speed and adequate 'anchorage' is paramount to the safe operation of all inflatable devices. *If requested records must be readily available for inspection by an officer of WTC.*

31. If vehicular access is required into the park the organiser will be given a key to unlock the padlocked bollard to enable the bollard to be removed from the access road. The bollard should be replaced and padlocked at the close of the event and the key returned to WTC. The organiser will be responsible for the safe keeping of the key and padlock and will be charged if either are lost.
32. The organiser must ensure that vehicles are carefully managed to ensure segregation from pedestrians. No vehicles will be permitted to enter and park at the Town Park other than those required to:
 - (a) off-load heavy items;
 - (b) assist with the 'build up' and 'breakdown' of the show, e.g. forklift trucks, hi-abs, etc. (n.b. no vehicles above 7.5 tonnes will be permitted without prior agreement);
 - (c) form part of the emergency services;
 - (d) form part of the communication arrangements;
 - (e) form part of a food vendor's means of trading.
33. In very wet conditions delivery vehicles/contractor vehicles will not be permitted to remain on the grass. In the event of saturated and sodden ground conditions the organiser must put down sufficient vehicle trackway to reduce the risk of damage to the grassed areas and tree routes.
34. The organiser will be responsible for any damage caused to the grassed areas, trees, flower beds, foliage, footpaths, paved areas and any other areas used in connection with the event. An inspection will be carried out prior to the event and re-inspected after the event by an officer of WTC. If repairs are found to be necessary the organiser will be required to carry out such repairs within 14 days after the event to the satisfaction of WTC. If the repairs are not completed, WTC will arrange for the work to be carried out and seek full reimbursement from the organiser. ***Please note: until the damaged area has been fully reinstated the organiser will be responsible for preventing members of the public gaining access by adequately securing the affected area and for maintaining it to a satisfactory standard.***
35. All event litter and trade waste must be removed by the organiser and disposed of responsibly in line with their commercial waste duty of care. In addition the organiser must put in place adequate recycling arrangements and empty the designated waste bins on a regular basis. ***Please note: If there is evidence that event litter and trade waste has not be cleared to the satisfaction of the Council then the Council will arrange for the work to be carried out and seek full reimbursement from the organiser.***
36. The organiser shall indemnify the Council and its employees or agents from and against all actions, claims and demands which may be brought or made against WTC and its employees or agents by reason of any accident or injury to any person or damage to or loss of property, howsoever caused, arising out of the grant of these terms and conditions and against all damages, costs and expenses incurred by WTC or which WTC may incur or be required to pay or bear by reason of or in consequence thereof.

Notwithstanding the provisions of the terms and conditions, WTC may terminate the agreement immediately in the event of any breach of the conditions set out herein.

We would be grateful if you would confirm your acceptance of the terms and conditions herein set out by signing a copy of this document and returning it to WTC. WTC will return a copy of the signed document with acknowledgement that consent has been granted.

I confirm agreement to the above terms and conditions.

Signed:.....

Print name:.....

On behalf of:.....

Dated:.....

Please return the signed T&Cs along with the completed application form and all necessary supporting documentation to:

Warminster Town Council, Warminster Civic Centre, Sambourne Road, Warminster BA12 8LB

FOR OFFICE USE ONLY

Warminster Town Council gives consent for

..... [name of event]

to be held on [date of event]

In accordance with the terms and conditions laid out above.

Signed:..... Date.....

**Fiona Fox BA (Hons) MCIPD FILCM
Town Clerk**