

# Events Terms and Conditions

## Contents

1.0 Payment .....	1
2.0 Deposit.....	1
3.0 Refusal of Booking and Cancellation .....	2
4.0 Emergencies.....	2
5.0 Hirers obligations for use of the venue .....	2
6.0 Advertisements .....	3
7.0 Permits and Licences .....	3
8.0 Health and Safety.....	3
9.0 Indemnity and Insurance .....	3
10.0 Catering.....	4
11.0 Caravans/Tents .....	4
12.0 Collections or Lotteries.....	4
13.0 Property not removed .....	4
14.0 Variations to Agreement.....	4

## 1.0 Payment

1.1 Payment of all fees and charges must be made in full 28 days prior to the Event. If payment is not received, the Council shall have the right to cancel the booking immediately.

1.2 The hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc over and above the hire charge for the Event.

## 2.0 Deposit

2.1 A deposit may be requested which would have to be paid to the Council 28 days prior to the Event. This will be forfeited because of any breach of these conditions by the hirer or in the event of any damage or loss to the venue by the hirer, (or loss of keys in respect of opening gates and barriers etc.) or held as part payment of any necessary making good. The hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.

### **3.0 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. However, the Council will repay any deposits paid on cancelling a hiring but shall be under no liability for expense incurred or loss sustained by the hirer because of the cancellation.

3.3 Hirers who do not take up their commitment for any reason or fail to notify Rugby Borough Council of cancellation shall forfeit any hire charge.

### **4.0 Emergencies**

4.1 The Council shall have the right to cancel any booking if the venue is affected by an emergency of any kind. The Council will consider refunding part, or all fees and charges and the amount shall be at the Council's discretion.

### **5.0 Hirers obligations for use of the venue**

5.1 The hirer shall keep the venue clean and tidy and shall ensure that the venue is regularly litter picked during the event. All equipment must be removed immediately following the event.

5.3 The hirer will be responsible for any damage to the venue, equipment or other property of the Council whether forming part of the hire or not.

5.4 The hirer is responsible for the administration, organisation and running of the event and for having sufficient stewards and officials to fulfil these conditions.

5.5 The hirer is responsible for the supervision and control of event participants, officials, visitors and spectators.

5.6 The hirer shall not be permitted to remove or obscure Council notices or placards displayed on the venue without the prior written consent of the Council.

5.7 Where it has been necessary to make a road closure order, the hirer shall ensure that the road closure is applied for and implemented by a traffic management company that will provide the correct signage and equipment.

5.8 The hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.

5.9 The hirer shall ensure that no vehicles are parked on any public footpath located within the venue.

5.10 The hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the venue unless an official closure notice has been issued.

5.11 The hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the venue or users of the immediate surrounding area of the venue.

## **6.0 Advertisements**

6.1 No advertising material may be issued, nor tickets sold until the booking has been approved by the chair of the Safety Advisory Group.

6.2 No advertising material is to be displayed anywhere on the venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

## **7.0 Permits and Licences**

7.1 The hirer shall ensure that any licence (in normal circumstances licences take approximately **8 weeks** to obtain), permit or other consent which may be required is obtained. If any licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking.

7.2 The hirer shall be responsible for exhibiting all necessary permits during the event.

## **8.0 Health and Safety**

8.1 The hirers must provide suitable and clearly marked fire equipment (e.g. fire extinguishers) and must ensure that, in the case of caterers, caravans or tents, each unit has its own firefighting equipment.

8.2 It is the hirer's responsibility to ensure that vehicles given permission to enter the venue are driven safely. Vehicles entering the site must be driven slowly, with due regard for the safety of all uses of the recreation ground and with their hazard lights operating.

8.3 In situations where it is necessary for vehicles to reverse, a marshal must be present to guide the vehicle back and keep pedestrians clear.

## **9.0 Indemnity and Insurance**

9.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death caused, other than where the Council have been negligent.

9.2 The hirer is responsible for all safety aspects of the venue prior to the event, during the event and until the site is fully cleared by the hirer, and must accept liability for any loss, damage, injury or death.

9.3 The hirer and all participants must each have Public Liability Insurance cover for a minimum of £5 million (five million pounds) and produce evidence.

### **10.0 Catering**

10.1 All caterers at the event must comply fully with the requirements of Rugby Borough Council and must hold a food safety certificate.

### **11.0 Caravans/Tents**

11.1 If you wish to park caravans or tents on Council land connected to the event, you must obtain Council permission to do so and comply with all requirements regarding access and egress to the site.

### **12.0 Collections or Lotteries**

12.1 No collections or gambling of any kind may be conducted at the venue without the prior written consent of the Council.

### **13.0 Property not removed**

13.1 The Council may remove and store any property that is left by the hirer after the period of hire. The hirer shall repay the Council for the costs of removal and storage.

13.2 The Council shall not be held responsible for any damage or theft of property by or during its removal or storage. The Council is entitled to remove and sell any property left at the venue.

### **14.0 Variations to Agreement**

14.1 The Council reserves the right to vary the conditions of the agreement at any time on 7 days' notice. Any variations made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.



**I have read and understood these conditions and agree to be bound by them.**

Sign:

Date:

Print Name:

Name of Event:

Date of Event:

Name of Organisation/Company:

Position with Organisation/Company:

**TO ALL APPLICANTS**

**PLEASE SIGN ABOVE AND RETURN THE WHOLE TERMS AND CONDITIONS DOCUMENT TO [talkinthepark@rugby.gov.uk](mailto:talkinthepark@rugby.gov.uk)**

**A COPY WILL BE RETURNED TO YOU IF THE EVENT IS APPROVED.**

Last revised October 2024

