



Stratfield Mortimer Parish Council

Fairground Use Policy

1 Preamble

- 1.1 The Fairground is a public open space in the centre of Mortimer owned by the Stratfield Mortimer Fairground Charity and leased to the Council in furtherance of the charitable object of the Charity, being the relief in need of the residents of Stratfield Mortimer by generating income for that use.
- 1.2 The Council administers the use of The Fairground on a day to day basis, whether by those:
 - parking in the car park;
 - hiring The Fairground or part of it for a specific purpose;
 - using a specific facility of The Fairground subject to a long-term agreement (the tennis courts and the cricket pitch);
 - using facilities provided by the Council (eg the children's play area, adult fitness equipment, the multi-use games area, etc); or
 - enjoying the open space generally.
- 1.3 The Community Centre on The Fairground is not operated by the Council but rather by Stratfield Mortimer Community Centre Community Interest Company and this policy is not applicable to that building.
- 1.4 Where possible, the Council will permit and promote the use of The Fairground for events or uses that are charitable in nature or that will provide amenity or benefit to the residents of Stratfield Mortimer. However, this will not limit the Council from generating income by permitting use for other lawful purposes.

2 Regulations as to general use

- 2.1 In addition to the general Regulations as to use of The Fairground that follow, there may be specific terms of use relating to particular facilities (the tennis courts, cricket pitch, children's play area, adult fitness equipment, etc) that users are bound by or must abide by – for example users must comply with any displayed notices relating to the use of equipment by specific age groups.
- 2.2 No use will be permitted where there is, on balance, foreseeable and/or unacceptable risk of:
 - any person being exposed to risk of harm, abuse, neglect, or exploitation;
 - harm to the environment;
 - a breach of health and safety law, including but not limited to the use of unsafe and/or poorly maintained equipment brought onto The Fairground by a user;
 - unlawful impact on protected characteristics under the Equality Act 2010;

- an otherwise unlawful use;
 - unlawful incursion onto The Fairground that prevents it from being used for its proper purpose;
 - substantial damage to:
 - the surface of The Fairground;
 - trees and other vegetation on The Fairground;
 - fences and boundaries;
 - any other features or equipment on The Fairground.
- 2.3 Open fires, barbecues or other cooking facilities are not permitted (other than in strict accordance with a hire agreement further to 6.2.10).

3 The Fairground Car Park

- 3.1 Subject to the Council's requirements, the car park at The Fairground is open between 07:30 and 23:59 each day, and the main gate onto The Street may be locked at other times.
- 3.2 Overnight parking (00:00 to 07:29) in the car park is not permitted.
- 3.3 All those using the car park do so at their own risk and on the understanding that the Council accepts no responsibility for loss or damage to vehicles or other property howsoever caused.
- 3.4 No parking is permitted in front of the gates giving access to The Fairground and to the Community Centre.
- 3.5 No commercial activity, trading, etc is permitted in the car park without the agreement of the Council.
- 3.6 Vehicles over 1.9m in height are not permitted in the car park without the agreement of the Council.

4 CCTV

- 4.1 The Fairground is covered by CCTV cameras operated by the Council and subject to specific policies available via the Council's website.

5 Hire Agreements

- 5.1 The Council may from time to time hire The Fairground or part of it to a hirer on the basis of a hire agreement and upon payment of the relevant fee or fees in accordance with its schedule of fees issued annually.
- 5.2 Any hire agreement issued by the Council in relation to The Fairground will, by reference to this policy, include the terms below.

6 Hire Terms

- 6.1 The Council may at its sole option:
- 6.1.1 cancel any planned event, including at no notice, if the condition of The Fairground makes it unsuitable for use or due to inclement weather;

- 6.1.2 instruct hirers to terminate an event if the terms of this policy or hire agreement are breached; and
- 6.1.3 in the event of such cancellation or termination of any booking or event the Council will not be liable for any financial penalty or expense the hirer may have incurred.
- 6.2 Unless specifically agreed in the hire agreement, all hirers must:
- 6.2.1 complete and submit a comprehensive risk assessment of the event that:
- includes advice from the Safety Advisory Group, Police, Fire & Rescue, and/or Ambulance Services as appropriate;
 - sets out the ratio of stewards to be in attendance, with a minimum of 1 for every 100 attendees;
 - ensures attendance of qualified first aid personnel;
- 6.2.2 ensure they have a minimum of £5 million public liability insurance themselves as well as for any independent attendees intending to operate vehicles, equipment or bring animals onto The Fairground;
- 6.2.3 obtain any necessary licences required for the consumption and/or sale of alcohol, performance rights, playing of music or any other matters requiring a statutory licence;
- 6.2.4 comply with instructions on location of events, vehicles, plant and/or other equipment as set out by the Council;
- 6.2.5 take reasonable steps to minimise any damage to The Fairground surface, trees and vegetation, fences and boundaries, or other features;
- 6.2.6 ensure that any event ceases by 23:00 at the latest;
- 6.2.7 ensure the security of The Fairground and:
- maintain the safety of visitors;
 - prevent any unlawful incursion onto The Fairground;
 - ensure entrance gates and bollards are securely locked at the end of the hire period, or overnight for events over multiple days;
 - keep safe any keys or combinations to locks during the hire period until returned to the Council;
- 6.2.8 agree to reimburse the Council for all costs incurred in repairing any damage caused to The Fairground or Council property because of the event or those attending for any reason, including surface areas;
- 6.2.9 ensure The Fairground is cleared of litter, rubbish or other items left at the end of any event and to reimburse the Council for all costs incurred for failing to do so;
- 6.2.10 not permit the use of open fires, barbecues or other cooking facilities (where such facilities are agreed in the hire agreement there must be comprehensive advance plans to make good any consequential damage that may be caused).
- 6.3 Where a hirer gives notice cancelling an event and hire agreement at least 14 clear days before the date of the event, or the Council cancels an event in accordance with 6.1.1, the hire fee will be refunded.

7 Disputes

- 7.1 The Parish Clerk, in consultation~~junction~~ with the Chairman of the Council's Estate Management Fairground and Cemetery Committee if required (or in their absence the Council Chairman/Vice-Chairman), will be responsible for resolution of any disputes with hirers. In cases of doubt the Clerk may refer the issue to the Council for resolution.

Document control

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