

Stratfield Mortimer Parish Council
Terms and Conditions relating to the hire of The Fairground

Prospective Hirers are referred to the Council's Fairground Policy (available on the Council's website) which applies to all hires of The Fairground.

Requirement for Hire - Hirers should note that the grant of permission depends on **all of** the following requirements being fully met:

- 1 Stratfield Mortimer Parish Council (SMPC) reserve the right to refuse any application to hire the Fairground if, in its sole opinion, such use would be in breach of current laws on health and safety legislation, equal opportunities, racism, gender orientation or would otherwise infringe other legislation or accepted good practice.
- 2 **All events on the Fairground must cease by 23:00 at the latest.**
- 3 At least 14 days before the date of a proposed event, the Hirer must sign the SMPC Hire Agreement and supply SMPC with (as applicable in the circumstances – if the Hirer believes that any of the following are not applicable they must get SMPC's agreement in writing that a particular provision does not apply):
 - 3.1 a copy of the risk assessment for the event/activity/etc, including (for public events) confirmation that:
 - 3.1.1 the Hirer has consulted the Safety Advisory Group (see <https://publicprotectionpartnership.org.uk/licensing/safety-advisory-group-sag>);
 - 3.1.2 any SAG recommendations will be adhered to;
 - 3.1.3 there will be at least one steward/marshal in attendance for every 100 participants during the event;
 - 3.1.4 an appropriate number of qualified First Aid personnel will be in attendance.
 - 3.2 confirmation that the organisation concerned, and any independent attendees (concessions, etc), each have (and will have available for inspection):
 - 3.2.1 a minimum of £5 million public liability insurance;
 - 3.2.2 all necessary licences required for the consumption and/or sale of alcohol, performance rights, playing of music, or any other matters requiring a statutory licence.
- 4 Hires which are cancelled within 14 days prior to the event will be subject to their fee being non-refundable.
- 5 The Parish Clerk, in conjunction with the Chairman of SMPC's Fairground and Cemetery Committee if required (or in their absence the Council Chairman/Vice-Chairman), will determine the location of any events.
- 6 All Hirers will be required to agree with SMPC the location of any vehicles, plant and/or equipment to be used prior to an event-taking place. The final decision on location and/or suitability for use will remain with SMPC.

- 7 All Hirers undertake that they will reimburse SMPC for any costs which may be incurred in repairing any damage caused to SMPC property, including all surface areas.
- 8 The use of open fires barbecues or other cooking facilities **is not allowed** without the express written permission of SMPC.
- 9 The selling of live animals, or giving them away as prizes, is **banned** without the express written permission of SMPC.
- 10 Hirers are responsible for the removal of any litter, rubbish or other items left on The Fairground at the end of their event, and SMPC will charge Hirers for any additional costs incurred if this condition is not complied with.
- 11 Where required by the Hirer, the Council will notify the Hirer, at least two days before the event, of a unique padlock combination code for entrance gates, and provide keys for the security bollards as necessary, and:
 - 11.1 the Hirer takes full responsibility for the secure use of the padlock combination code supplied to them and the security of bollard keys supplied;
 - 11.2 the Hirer undertakes to ensure that all entrances are supervised and/or gates and bollards are securely locked as appropriate during the hire, and at the end of each hire period and/or overnight;
 - 11.3 the Hirer accepts responsibility for the security of the site at all times, and agrees that if there are any unauthorised encroachments, encampments, or the like, the Hirer will be responsible for any costs incurred by SMPC in removing such.
- 12 SMPC reserve the right to cancel any event (even at short notice) if, in their opinion, the condition of The Fairground makes it unsuitable for use. In such cases the hire fee will be refunded. In the event of cancellation of any booking due to inclement weather or the ground being deemed unusable SMPC will not be liable for any financial penalty or expense the Hirer may have incurred.

Hire Charges

These charges will apply to all hires and may only be varied by a formal resolution of SMPC.

All hire charges are reviewed annually by SMPC and any changes will be effective from 1 April of the year in question.