

CHESTERFIELD BOROUGH COUNCIL - ENVIRONMENTAL SERVICES

TERMS AND CONDITIONS OF HIRE - ANNUAL SESSIONS

1.0 **INTERPRETATION**

1.1 In these terms and conditions, the following words shall have the following meanings:-

“Annual Session Pass Application Form”	means the Session form completed and signed by Hirer
“Manager”	means the Environmental Services Manager or nominated representative, of Chesterfield Borough Council
“the Hirer”	means the person/persons or body of persons making application for the use of the Sites
“Period of Hire”	means the period during which the Hirer is entitled to use any part of the said Sites and any time during which the Hirer shall use any part of the said public open green space before or after such period set out in the Annual Session Application Form
“Council”	means Chesterfield Borough Council
“Permitted Use”	means the Use agreed by the Hirer and the Council set out in the Annual Session Pass Application Form
“the Site”	means any public open green space listed on the Chesterfield Borough Council website

2.0 **SCALE OF CHARGES**

2.1 The charges for the use of the site shall be as attached, but the Council reserves the right to vary them without notice.

3.0 **PAYMENT**

3.1 Payment for such booking as agreed in the Annual Session Pass Application Form shall be made by the Hirer in full immediately on receipt of the invoice and/or in accordance with the payment schedule indicated thereon.

3.2 If payment is not received by the due dates the Council will terminate this agreement until FULL PAYMENT is received.

3.3 Cheques must be made payable to Chesterfield Borough Council.

4.0 REFUSAL AND GENERAL CANCELLATION

4.1 The Manager reserves the right:-

- (a) to refuse any application as it may deem fit without stating any reason;
- (b) at the Council's discretion to withhold any part of the Site if it is unfit for use.

5.0 SESSION RELOCATION

5.1 If at any time the Hirer's preferred Site is unavailable, the Hirer must move to an alternative area of the Site suitable for the Permitted Use.

5.2 If in the opinion of the Council the Site is unfit for Permitted Use in any circumstance the Hirer will be informed by e-mail of such decision and NO hire will take place.

6.0 TRANSFER OF HIRE

6.1 Nothing contained herein is intended to confer any benefit on any person who is not a party to it.

6.2 The Hirer shall not transfer assign or underlet this Session Agreement.

7.0 USE OF PUBLIC OPEN GREEN SPACE

7.1 The Hirer may not use the Site for any purpose other than the Permitted Use.

7.2 The hirer must enter and vacate the site within the times set out in the Annual Session Pass Application Form.

7.3 Any part of the Site used during the Period of Hire shall be left in a tidy and orderly condition.

7.4 The Hirer shall not erect and dismantle any equipment provided for the Permitted Use unless specifically authorised by the Council.

7.5 The Hirer is held responsible for the effective supervision of the arrangements and activities in any part of the Site hired during the Period of Hire and for the prevention of disorderly behaviour. The Hirer shall comply with any reasonable request of the Manager or other person authorized by him to make such a request.

7.6 The Hirer shall be responsible for reimbursing the Council's expenditure in replacing or repairing any property belonging to the Council which has been lost or damaged during the Period of Hire.

7.7 No person shall fix or exhibit any advertisement in or upon any part of the Site without the previous written consent of the Manager.

8.0 PROOF OF OCCUPATION

8.1 The Hirer will provide from time to time such evidence as the Council should reasonably require to confirm dates of occupation of the Site.

8.2 The Hirer shall keep up to date records of session attendance to be provided from time to time at the request of the Council.

8.3 The Hirer will manage all bookings.

8.4 Not to park or allow any vehicles to park other than in the designated parking area at each Site including for offloading purposes.

9.0 NUISANCE

9.1 The Hirer must not do anything on the Site or allow anything to remain on the Site that may become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Council or its tenants or the owners or occupiers of adjacent or neighbouring premises.

10.0 RUBBISH

10.1 The Hirer must keep the Site clean and tidy and clear of all rubbish which must be removed daily.

10.2 The Hirer will be responsible for the collection storage and disposal of rubbish from the Site throughout the period of hire.

10.3 The Hirer will be liable for any costs incurred by the Council in removing rubbish from the Site at the end of the Operating Hours throughout the Period of Hire.

11.0 USE AND OPERATIONAL OBLIGATIONS

11.1 The Hirer must not:-

- (a) operate other than during the Period of Hire set out in the Annual Session Application Form;
- (b) position any equipment or session members that will block a footpath or gateway;
- (c) the Hirer shall ensure that the emergency access routes at the Site shall be kept clear at all times.

11.2 The Hirer must position any speakers to be used on the Site facing away from neighbouring residential properties and in such positions as to reduce to the minimum any noise or other disturbance to residents of adjoining or neighbouring properties and to observe the directions of any officer of the Council in relation to the same.

12.0 GROUND CONDITIONS

12.1 In the event of extreme weather conditions, which may lead to a Site being water logged, it is to the Council's sole discretion that the Hirer be required to suspend the operation of the Session until the ground condition is deemed acceptable. FOR THE AVOIDANCE OF DOUBT if any such necessary suspensions are required the Council shall not be liable for any losses incurred.

13.0 EXCLUSION AS TO WARRANTY OF USE

13.1 The Council does not to imply or warrant that the Site may be lawfully used or is physically suitable for the operation of the session.

13.2 If deemed necessary:-

- (a) The Council maintains the park but as it is public in nature cannot accept any responsibility for how the condition of the ground is. It will be the responsibility of the Hirer to ensure good ground conditions prior to the session. If the ground conditions are found to be in an unusable state it is the discretion of the hirer whether to cancel or relocate the session.
- (b) Our parks and open spaces are public. The granting of this session doesn't give you sole use of the space. If the area is occupied, it is the responsibility of the hirer to ask people to leave or use a different area.

14.0 HEALTH AND SAFETY

14.1 The Hirer will provide all necessary documents as requested by the Council including but not limited to:-

- (a) a copy of the Certificate of Insurance, which should be applicable to an outdoor setting. The Hirer will ensure that such insurance cover is maintained for the duration of the hire period and shall ensure that the Council is in receipt of a current copy of such certificate at all times during the said Period of Hire;
- (b) a copy of the instructor/leader activity qualification;
- (c) an exercise to music certificate if necessary;

(d) a copy of the current risk assessment including all Covid19 safe considerations;

(e) DBS Certificate if appropriate.

14.2 The Council may request any further documentation it deems necessary at its discretion.

15.0 STATUTORY OBLIGATIONS

15.1 To comply with all obligations imposed under or by virtue of any Act or Acts of Parliament regulations directions bye-laws orders and notices for the time being in force and do and execute or cause to be done and executed all such works acts deeds matters and things as under or by virtue of such Act or Acts regulations directions bye-laws orders and notices are or shall be properly directed or necessary to be done or executed on or in respect of the Site or any part thereof whether by the owner landlord lessee tenant or occupier and at all times to keep the Council indemnified against all costs claims demands and liability in respect thereof.

16.0 LIABILITY INSURANCE

16.1 The Hirer must effect and throughout the Period of Hire keep in force a policy of insurance with a reputable insurance company incorporating the standard conditions and exemptions of the insurance company to cover all claims arising from the exercise of the operation of the Permitted Use in the amount of ONE MILLION POUNDS (£1,000,000.00) in respect of any one claim for bodily injury or disease or damage to property and must make available to the Council or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

17.0 EMERGENCIES AND ACCIDENTS

17.1 The Hirer will produce a written Emergency Procedure Plan which is kept on Site and details action required to deal with any foreseeable accident or emergency.

17.2 The Hirer will ensure that an Accident Book is kept on Site and details of any accidents shall be sent to the Council's Safety Adviser.

17.3 In the event of a serious incident and/or accident (RIDDOR reportable) the Hirer will immediately contact the Police the Health and Safety Executive and the Nominated Officer A copy of the RIDDOR report must also be sent to the Council's Safety Adviser.

18.0 INDEMNITY

18.1 The Hirer shall:-

- (a) repay to the Council on demand the cost of reinstating or replacing any part of the Site hired or any property in or upon the Site hired which shall be damaged, destroyed or stolen or removed during the Period of Hire;
- (b) indemnify the Council against all claims, demands, actions or proceedings in respect of the death or injury howsoever or by whosoever caused of or to any person (other than a servant of the Council while carrying out his duties as such servant) which shall occur while such person is in or upon any part of the Site hired, or arise from any accident or occurrence which shall occur when such person is in or upon any part of the Site hired or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury, provided always that the foregoing provisions of this condition shall not apply to damage, death or injury occasioned by or in consequence of fire, explosion, bursting or overflowing from or of any heating, ventilating, lighting, electrical or water equipment or apparatus of the Site unless such fire, explosion, bursting or overflowing is due directly or indirectly to the act of a person other than a servant or agent of the Council in the course of his duty as such servant or agent.

19.0 BREACH OF TERMS AND CONDITIONS

- 19.1 If the Hirer shall fail to observe or perform in any respect the terms and conditions herein before stated the Council may without notice determine the Hirer's rights under the terms and conditions. Such determination shall not release the Hirer from any of his obligations under the terms and conditions or affect any right or remedy which the Council may have under the terms and conditions or otherwise.

20.0 COUNCIL'S RIGHTS

- 20.1 The Hirer must not in any way impede the Council or its officers servants or agents in the exercise of its rights of possession and control of any Site.
- 20.2 The Hirer must permit the Council or its officers servants or agents to enter and view the exercise of this Session Agreement.
- 20.3 The Council hereby reserves the right to grant to any person persons or body of persons a concession to run any session on any Site as the Council shall in its absolute discretion deem fit.

21.0 YIELDING UP

- 21.1 At the end of the Period of Hire the Hirer must yield up the Site with vacant possession clean tidy and repaired in accordance with and in the condition required by the provisions of these Terms and Conditions and remove the Hirer's fixtures and fittings and remove all signs erected by the Hirer in on or near the Site immediately making good any damage caused by their removal.

22.0 REVIEW OF THESE TERMS AND CONDITIONS

22.1 The Council may at its discretion review and modify these terms and conditions from time to time. The Hirer will be informed of any changes in writing.