Application Form for the Hire of Parks and Playing Fields

- Please see pages **4- 9** for terms and conditions of hire
- * Fee per operational day £ 419
- * Fee per non-operational day £ 208
- * Fee for occasional events / coaching etc £27.50 (per hour)
- All community groups / organisations / Parish Councils will be expected to pay the full amount unless a discretionary fee reduction of up to 50% is agreed with the Cabinet Member for Parks. Please note this discount is discretionary and is not confirmed until Cannock Chase District Council confirm this is the case with the Hirer.
- If you would like to apply for the discount, please tick here [ ] and state below a few sentences as to why your request should be considered (eg, charitable work or not for profit community engagement activity)

*Please note the charges alter every April and the event fees will be as stated in 'Fees and Charges' on the Cannock Chase Council website at the time of the event

- All hirers are responsible for the removal of all litter and waste from the event. They cannot use the Council's waste facilities. Any excess waste removed by the council will be recharged at full cost.
- All hirers must comply with relevant Law and Legislation with regard to their activity.
- The organisations must send a valid public liability insurance with the application.
- Any Circus entertainment company will not be allowed to attend if they have any live animals as part of the event.
- The hirer MUST submit to the Council a full and competent risk assessment and method statement covering activities taking place within the premises NO LATER THAN THE REQUIRED NOTICE BELOW:

Event with **up to 199 people** attending at any one time	**Two** months notice required
Event with **200 to 799 people** attending at any one time	**Four** months notice required
Event with **800 or more people** attending at any one time	**Six** months notice required

BOOKING INFORMATION	
Location	
Date(s) of Hire	
Time of Event/Activity (Opening times)	Start: Finish:

Total number of days / hours	Non-operational: _____ Operational days: ____ Hours _____
Activity/Event Details	
Estimated number of people attending the Activity/Event	
Catering Arrangements - to be approved by the Council	*Please provide details of your catering arrangements and caterers e.g. type of food/number of people*

BOOKING CONTACT DETAILS	
Team / Organisation Name	
Contact Name	
Contact Tel No.	
Email Address	
Postal Address	
INVOICE DETAILS (if different from Booking Contact Details)	
Team / Organisation Name	
Contact Name	
Contact Tel No.	
Email Address	
Postal Address	

Event Contact Name for Day	
Mobile Contact Tel No.	
Email Address	

First Aid provision	
Contact Name	
Contact Tel No.	
Email Address	

Portable toilet provision	
Contact Name	

Contact Tel No.	
Email Address	

1. Please attach to this application form a Sketch Plan of the site you are proposing to use showing all access and egress points and any other details or items of importance.
2. Attach a copy of your Risk Assessment for the event you are promoting or organising.
3. Note that we require some event organisers to create an Event Management Plan which will be considered by the Council's Safety Advisory Group (SAG). Contact 01543 464244.
4. The Council's Licensing Unit may have an interest in your event if you sell alcohol or provide regulated entertainment such as singing, dancing and live or recorded music. 01543 464244

Funfairs

Name of funfair: _____
Contact details of funfair operator: _____
Funfair Operation Dates: _____
Time of operation (am-pm)_____
Please state the number of each of the following: _____

Adult Funfair Rides: :
Children's Amusement Rides: Stalls:
Insurance attached (must be a minimum of £10 million)
If using the showman's guild cover, each piece of equipment must be listed with the area, guild registration number and a copy of an in-date declaration of operational compliance document must be submitted
Risk assessments **must be** attached for each ride / stall

Inflatables:

Name of inflatables company: _____
Contact details of inflatables operator: _____
inflatable Operation Dates: From: _____
Times of operation: _____
Please state the number of inflatables: _____

Insurance attached (must be a minimum of £5 million)
Risk assessments **must be** attached for each inflatable

****Please note that the completion and submission of this Booking Form will be deemed acceptance of these terms and conditions.**

On behalf of the above-named Club / Organisation I apply for permission to use the above-named Park / Playing Field / Open Space indicated above and I undertake to comply with the Councils Conditions of Hire, a copy of which I have received in pages 4-9)

Signed:

Please Print Name:

Date:

When completed this form and attachments should be forwarded to Cannock Chase Council, Parks & Open Spaces Department, Civic Centre, Beecroft Road, Cannock, WS11 1BG

Please see the Conditions of Hire page 4- 9

For Official use

Date received: …….. Council Officer: …….
Insurance attached for applicant ☐
Risk assessment attached ☐
Date risk assessment needs to be received ☐
Insurance for funfairs ☐
Insurance for inflatables ☐
Insurance for stalls ☐
Method statement ☐
Plan of site ☐
Other documents received:

Licensing /SAG informed ☐

Permission Granted: ……

Sundry Debtors Account No: ……

Date Received: ……

Amount: £……

CANNOCK CHASE COUNCIL

TERMS AND CONDITIONS OF HIRE AGREEMENT RELATING TO THE USE OF PARKS, PLAYING FIELDS & OPEN SPACES

1. General Conditions:

(a) The site must be used only for the purpose for which the same is hired and the Hirer(s) shall not sub-let or, assign the same or any part thereof to any other person(s), firm, company or organisation.
(b) The Council reserves the right to refuse any application.

Marquees and Tents, Toilets etc:

In the event that the Hirer(s) of the site wish to erect marquees, tents etc in connection with their proposed use of the site then such marquees, tents etc shall only be erected with prior approval. All Toilets are to be cleansed on site and removed as soon as the event is finished. They remain the responsibility of the hirer whilst on site. The council will wish to see details of the event management in advance and these will be subject to the approval of the Safety Advisory Group (SAG)

Advertisements:

No nails, screws or fastenings of any kind shall be driven or fixed into any wall, floor, pillar, other fitting of furniture in or on any building or in or on any tree. No advertising bill or placard shall be put up or displayed

on the site or any buildings or marquees situated thereon except in such places and location's as have previously been agreed in writing by the Parks & Open Spaces Manager.

Advertisement boards relating to the visit of travelling fairs or similar travelling entertainment to any specified site within Cannock Chase District-

(1) may not exceed 0.60 of a square metre in area,
(2) may not be displayed earlier than 14 days before the opening of the entertainment at the site specified,
(3) shall be removed within 3 days of the closing date of the specified entertainment,
(4) at least 14 days before the advertisements are to be first displayed, the local Planning Authority shall be notified in writing of the first date on which the signs are to be displayed and at which sites the advertisements are to be displayed
(5) illumination of any advertisements at any locations is not permitted
(6) no part of any advertisement shall be more that 3.60 metres above ground level.

Damage to Sites:

The Hirer(s) shall be held responsible for and shall pay for all damage to the site and the facilities thereon. This shall be whether this is caused by vehicles, the event organisers or visitors to the event, fair wear and tear excepted.

Sites left Clean and Tidy
All litter, detritus or extraneous materials left as a result of the event must be removed by the hirer. Failure to do so will incur a charge from the Council from any deposit paid or invoiced if over the deposit limit or a deposit is not requested.

Intoxicating Drinks:
Cannock Chase Council does not permit the sale or supply of alcoholic drinks on any site or in any buildings thereon except for which a licence has been obtained. The Hirer(s) shall take all necessary steps to observe and secure the observance of this condition.

2. Indemnity:
The Hirer(s) are to be responsible for and keep Cannock Chase Council fully indemnified against all damage and losses, costs, expenses, actions, demands, proceedings, claims and liabilities whatsoever in relation to any injury or death of any person or damage to any site or property or vehicle made against or incurred by the Council arising directly or indirectly out of any act or omission or neglect of the Hirer(s) or any persons at the site expressly or impliedly with the Hirer(s) authority or any breach or non-observance by the Hirer(s) of the terms, conditions or other provisions of this Agreement or conditions for the use the site.

3. Maintenance and Good Order

3.1 During the Hire Period, the Hirer shall be responsible for:

(a) maintaining good order during the Function and be responsible for removing any person whose behaviour is undesirable using SIA staff;
(b) the effective administration, organisation and running of the Function;
(c) the efficient supervision of the Premises and the use of any equipment;
(d) the orderly and safe admission and departure of persons to and from the Premises;
(e) the orderly and safe evacuation of the Premises in case of emergency;
(f) providing first aid cover for the duration of the Hire Period; and

(g) remaining on site until the Function has finished and shall be responsible for ensuring that all persons attending the Function shall vacate and be clear of the Premises prior to the time of termination of the Hire Period.

3.2 The Hirer shall ensure that the Premises are left in a clean and tidy condition with all refuse, goods and equipment removed. If, after the Hire Period, the Premises are not fit for use due to the negligence of the Hirer, the Hirer will be responsible for the loss of any hire charges and other costs (for example, charges for rubbish removal) incurred by the Council due to the Premises not being in a fit state for other functions to proceed or allow the site to be used as public open space.

4. Payment of Hire Charges

4.1 The hire fee is payable by the Hirer within 14 days of the date of the Council's invoice.

4.2 Where the balance of the hire fee remains unpaid 21 days or more after the date of the Council's invoice, the Council may cancel the booking, retain the deposit already paid and recover the balance of monies payable by the Hirer as though it were a cancellation by the Hirer.

4.3 Hire fees shall be in accordance with the Council's current scale of fees and charges at the time of the event, as are from time to time fixed by the Council and the Council reserves the right to vary its charges without notice.

5. Cancellation

5.1 The Council reserves the right to cancel a hire booking at any time, without incurring any liability whatsoever, but will give the Hirer as much notice as possible in the following circumstances:

a) If the Premises are required for use in parliamentary, European, county, borough or parish council elections or a civic event of local or national importance; or

b) If, in the opinion of the Council, the hire event should not take place by reason of a local or national emergency.

The Hirer is advised to insure against any loss and/or expense that may be incurred as a result of such a cancellation by the Council.

5.2 In the event of the Council cancelling a hire arrangement in accordance with clause 5.1 above, a full refund of any monies already paid shall be issued to the Hirer.

5.3 The Council is entitled to cancel or terminate any hire arrangement without incurring any liability if:

a) if the Premises are hired or used for any purpose which the Council has not approved; or

b) if there is any breach by the Hirer of these terms and conditions, including the Hirer failing to pay the hire fees on time; or

c) if the Hirer commits an infringement of the law or licensing regulations.

d) on the recommendation of the SAG that the event should not go ahead

In the event of a cancellation under this clause 5.3, all fees and charges paid to the Council shall be forfeited and the Hirer shall be liable to the Council for any costs, expenses and losses incurred by the Council.

5.4 Any cancellation by the Hirer must be made in writing to the Council not less than 14 calendar days before the commencement of the Hire Period. In the event that the requisite notice is not given by the Hirer, then the Hirer shall be liable for payment of the hire fees as follows:

a) Less than 14 days notice = payment of 50% of the full hire fee
b) Less than 7 days notice = payment of 100% of the full hire fee

Cancellation by the Hirer under this clause 5.4 shall result in the Hirer being liable for payment of the deposit, if not already paid in accordance with 4.1, or, if the deposit has already been paid in full, it shall be forfeit.

5.5 For the avoidance of doubt, no liability shall fall upon the Council or any officer of the Council in respect of any loss sustained, or expense incurred by the Hirer or any other person as a result of the hire arrangement being cancelled by the Hirer under clause 5.4.

5.6 Where the Parks and Open Spaces Manager reasonably believes that the hire of the Premises will injure or is likely to injure the reputation of the Council or offends against any statute or regulation binding upon the Council he may, without further liability and at his absolute discretion, terminate the booking immediately upon written notice to the Hirer, e.g. failure to supply details of electrical installations, traffic management plans, appropriate premise PRSPP licences etc.

6. Damage Loss and Accident

6.1 The Hirer shall pay to the Council the amount incurred by the Council in making good any damage to or loss of the location, building, furniture, carpets, furnishings, fixtures and fittings or any article or equipment belonging to the Council arising directly or indirectly out of the hiring of the Premises to the Hirer.

6.2 The Hirer shall indemnify, and keep indemnified, the Council, its officers, contractors and agents in full against all actions, claims, costs, proceedings, expenses, damages, demands and losses made against the Council and arising out of or in any way connected to the hiring of the Premises to the extent that the claim is attributable to the acts or omissions of the Hirer.

6.3 The Hirer hereby undertakes with the Council to comply with all relevant statutory provisions, and regulations at the time in force, in addition to these terms and conditions and any instructions given to him/her by the Parks and Open Spaces Manager or any Council employee.

6.4 The Council will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

6.5 Items of value are brought onto the Premises at the owner's own risk. The Council and the Parks and Open Spaces Manager shall not be responsible for any loss of or damage to valuables brought onto the Premises.

7. Permitted Numbers

The maximum number of persons to be allowed admission to the event will be on the hirers insurance document and the Hirer shall ensure that these numbers are not exceeded. If the permitted numbers are exceeded, the Parks and Open Spaces Manager or his appointed staff may cancel or terminate the Function without any liability whatsoever to the Council.

8. Insurance and Health & Safety

8.1 No decorations, flags, emblems, gas-filled balloons, streamers or confetti will be permitted either externally or internally without the previous consent in writing of the Parks and Open Spaces Manager. Where such consent is given, it will be conditional on the use of non-inflammable material or material treated with an approved fireproofing substance.

8.2 If the Council's insurance company requires the Council to pay an additional premium because of special risk created in connection with the Function, the Hirer shall pay to the Council the sum of the additional premium upon request. Failure to pay the premium in full before the date of the Hire Period will result in the booking being cancelled in accordance with clause 5.3(b).

8.3 The Hirer must submit to the Council a full and competent risk assessment and method statement covering activities taking place within the Premises. The Council will provide an outline of the Hirer's responsibilities relating to good working practice in all health and safety matters.

8.4 It is a legal requirement that any electrical equipment used outside the home is tested to ensure it is safe to use. Any electrical equipment the Hirer brings into the venue must be tested in accordance with and comply with the law, and any regulations made therein. Where the Hirer hires any electrical equipment from a hire company then the relevant certificate must be obtained. The Council reserves the right to inspect these certificates and also the right to refuse the use of such equipment if it is not satisfied with its documentation or condition. This clause 8.4 applies to all electrical equipment, whether mains operated or not. Adequate fire risk assessments must be completed as part of this application or submitted 28 days before the event.

8.5 No alterations or additions to the existing lighting arrangements, heating, power or other electrical fittings or appliances or connection to the electrical installations shall be made under any circumstances.

8.6 The Council's public liability insurance only extends to incidents and events for which it is proved the Council is directly responsible. It does NOT automatically provide cover for any incidents or events for which the Hirer may be held responsible.

8.7 If an incident occurs during the Hire Period, which is later deemed to be due to the Hirer's negligence, the Hirer will be held liable for damages. Consequently, in order to give hirers a reasonable level of protection it is a condition of hire that the Hirer arranges an appropriate level of public liability insurance with a minimum indemnity of £5,000,000 in relation to any one claim or series of claims.

8.8 The Hirer must provide a copy of their certificate of insurance with the Booking Form.

9. Permissions and Consents

It is the responsibility of the Hirer to obtain any licence, authority or consent to ensure that the Function is held lawfully. Evidence of permission or consent must be made available to the Parks and Open Spaces Manager at least 28 days before the commencement of the Function. No alcohol licences will be issued in accordance with the Licensing Act 2003 unless a Designated Premises Supervisor is clearly identified in the application and will be subject to DPS Guidance.

10. Safeguarding

It is the responsibility of the Hirer to ensure that all relevant legislation and best practise is followed and complied with in regard to the protection of children and vulnerable adults. The Council will ask to see, where necessary, the protection policies of the Hirer. If, at any point, the Council has concerns

regarding the protection of children and/or vulnerable adults, it will be reported in accordance with the Council's child/vulnerable adult protection policy.

11. Parking

11.1 During the Hire Period only, vehicles are permitted to park within the parking area at the Premises.

11.2 Under no circumstances will the Council accept any responsibility for damage to any car or other vehicle, which in connection with the Function, is brought or left within the precincts of the Premises. Vehicles are not to cause obstruction to fire escape routes.

11.3 Most Council sites will not sustain parking for users and a traffic management plan will be required where large numbers are anticipated.

12. Refreshment and Catering

12.1 Where existing Council Catering Outlets are in operation, any food types must be approved at the time of booking. No catering offer must be in direct competition of council operated caterers/concessions.

12.2 Where a Council approved street trader / concession is in operation; the Council's approved operator must be offered the opportunity to partake in the event.

13. Restrictions on the Event

13.1 The Council administer events through the Regional Bodies Group (RBG) which reports to where necessary the Safety Advisory Group (SAG). Depending on the size and nature of the planned event, the event organiser may have to attend one or more SAG meeting(s).

13.2. No living animal of any species, including fish and invertebrates can be offered as a prize or for sale on any stall attending any event on council land.

13.3 No advertising can take place on any Council land or highway land. Route markers must be temporary and must not be affixed to any park furniture or trees. Spray paint or way marker aerosol with permanent markings is prohibited.

13.4 Caterers must be registered food businesses with a minimum of 4 and working toward a level 5 Food Hygiene rating.

13.5 Any organisations who have outstanding fees or charges relating to previous events (even as a different organisation) will not be considered until previous charges are settled in full.

13.6 Any work required by the organiser from Cannock Chase District Council to allow the event to go ahead must be requested in writing and formally agreed by the Parks and Open Spaces Manager prior to the event. Any such work undertaken will be recharged to the Event Organiser in addition to the booking fee.

14. Additional information prior to the event taking place

14.1 This list is not exclusive and the Council / SAG reserves the right to request additional information to clarify any details associated with the event.

☎ 01543 462621 parksandopenspaces@cannockchasedc.gov.uk