



### Hiring of Parish Open Spaces

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2020v1	17.3.2020	123-2020	March 2021	G White
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## Hiring of Parish Open Spaces

1. Parish Open Spaces [Jacobs Well Recreation Ground, Harry's Meadow, Pitch Place Green, Perry Hill Green and Wood Street Village Green] may be hired for a nominal fee for use by residents of the Parish, upon approval by the Parish Council. The precise fee to be agreed by the Parish Council.

Each application to be decided on its own merit.

### Fees as from 1 April 2024:

- Village fetes/events (community events) - no fee payable
  - Use by fun fairs, outdoor theatre, band concerts, hot air balloon launches, car boot sales, fun run/walk, sports tournament, dog show, circuses, forest schools, fitness sessions, filming & photographic events, and use by helicopter - competitive market rent to be negotiated
  - Registered charity - £100 per day
  - Weekly skip fee - £35 (applies to skips located on WPC land)
2. Applications for events will only be considered if submitted within a reasonable time of the proposed event relative to the size of the event i.e. not later than 9 months before major events and 3 months before small events. The Hirer must submit full details of the proposed event for the approval of the Parish Council. Details to include arrangements for catering, refuse collection and disposal, toilets, general activity to be staged, anticipated attendance figures and Health and Safety information as appropriate.
  3. The Hirer must conduct their own risk assessment undertaken by a competent person, a written copy of which must be lodged with the Clerk to the Council no later than eight weeks before the date of the event. This document will be referred to in the event of any claim arising. The Council may review the risk assessment; however, it cannot be held responsible for any errors or omissions.
  4. The Hirer's attention is drawn to the requirements of the Health & Safety at Work Act 1974 and other Health & Safety legislation including the Management of Health & Safety at Work Regulations 1999, Control of Substances Hazardous to Health Regulations 1999 and Electricity at Work Regulations 1989. It is the responsibility of the Hirer to comply with all relevant legislation.
  5. Where a temporary electrical installation is being used, a temporary electrical installation report by a NICEIC or ECA electrician or a certificate of compliance with BS7909 must be available upon request by any Council Officer.
  6. The Hirer shall indemnify and keep indemnified the Parish Council from and against all actions, claims, suits, costs, expenses, losses, injuries, damage and liability howsoever arising out of or by reason or in consequence of the Licence hereby granted (other than injury resulting from any negligent act of the Parish Council its servants or agents). The Hirer shall effect a third-party policy of insurance to a minimum of £5,000,000 per event and in such terms as may be approved by the Council.
  7. The Hirer will be required to produce written evidence of the existence of Public Liability Insurance at such a level as required by the Council in respect of any exhibitor, ground entertainer, sub-contractor, caterer which the Hirer has authorised to appear at the event.
1. The Hirer is responsible for adequate fire precautions and for the maintenance of clear exits for emergency vehicles and for seeing that none of the footpaths are blocked.
  2. The Hirer is responsible for the reinstatement of the site allocated, including the clearance of litter, the separation and collection of recyclable materials and the removal of all advertising. The clearance must be undertaken within 24 hours after completion of the event and reinstatement of land within 48 hours

after completion of the event. If the Hirer fails to perform these obligations, the Council reserves the right to perform any such obligations and any costs incurred shall be borne by the Hirer.

3. Cancellations must be in writing (email or letter) or the full hire charge will be payable.
4. The property of the Hirer and Hirer's agents must be removed at the end of the period of hire. The Council accepts no responsibility for any property left at the venue before, during or after hire period.
5. The Hirer must ensure that first aid equipment is provided, and all precautions taken against the risk of fire and electric shock and inform the Parish Council of the arrangements intended for an electrical supply to be provided for the event.
6. The Food Safety Act 1990 and a number of regulations and Codes of Practice govern the sale of food. These are enforced within the Borough by the Environmental Health & Licensing Services. The regulations require any food outlets to be registered. The Hirer must notify the Events Safety Team who will in turn notify the Chief Environmental Officer at least 2 months before the event.
7. The Hirer must ensure that adequate parking arrangements are made for vehicles.
8. The Hirer is required to comply with the Town and Country Planning (Control of Advertisements) Regulations 1992, whereby unauthorised advertising, including 'fly posting', is an offence and therefore strictly forbidden.
9. The Hirer is responsible at all times for the smooth running of the event.
10. Temporary structures must be constructed of sound materials and be suitable for their purpose. The Hirer will be responsible at all times (day and night) for the security and supervision of these structures. The use of floodlighting, other than for security purposes, may require planning permission; the hirer must notify Environmental Health & Licensing Services at least 2 months before the event.
11. The Hirer must ensure that the byelaws applicable to the open space in which the event is to be held are complied with at all times.
12. Hire will be subject to payment of a fee, the amount of which to be determined by the Parish Council. The **fee must be received at least one month before the event is due** to take place.
13. No noise is to be made, whether by loudspeakers or musical instruments etc, after the hour of 10:30pm unless prior agreement has been obtained from the Borough Council.
14. Vehicular access and parking is only permitted with the prior approval of the Parish Council.
15. No public address system is to be used without the approval of the Parish Council.
16. The Hirer must comply with the direction of the Parish Council or its appointed representative at all times.
17. The Hirer must obtain all necessary clearances from and comply with all requirements of the Civil Aviation Authority and/or any other relevant body. The application **must be received at least one month before the event is due** to take place.
18. If the preparation and vacation of an event requires the assistance of the Parish Council outside the hours of 09:00 and 18:00 between Monday to Friday a cost of £25 (excluding VAT) per hour will be incurred.
19. The Hirer must comply with any further requirements made by the Parish Council or its representative in respect of this booking.

20. Fun fairs must comply with: all relevant Health and Safety Legislation and the Food Safety Act 1990 and a number of regulations and Codes of Practice govern the sale of food. All rides must be appropriately certified. Copies of all certificates will be required eight weeks before the event.
21. Bouncy castle or an inflatable rides will only be permitted provided:
  - a) A thorough risk assessment is carried out.
  - b) HSE guidance for bonfires, beacons, fireworks, or inflatables is followed.
  - c) Event volunteers and staff are appropriately trained.
  - d) Third-party suppliers have their own public liability insurance of £10m.
  - e) Have a current PIPA certificate
  - f) Be used in accordance with the manufacturers'/suppliers' recommendations, and
  - g) Be supervised by a responsible adult at all times when in use.
22. The user must agree to leave the area in a good condition following the event. Any damage caused to the village green to be put right at the event organiser's own expense.
23. The sale of alcohol **will only be permitted** providing the appropriate Temporary Entertainment Licence (TEN) has been obtained from Guildford Borough Council.
24. Animal farms are required to provide hand washing facilities and copies of valid animal passports (as issued by DEFRA).
25. The Organisers of the event are responsible for complying with the Borough Council's Street Trading Policy. Details of which are available in the Parish Council's Event Application Form
26. The use of the Greens to provide parking facilities for private functions will not be permitted.

Review date: March 2025