

TERMS AND CONDITIONS OF USE – NORTHAMPTON BOROUGH COUNCIL LAND

Northampton Borough Council's Parks and Open Spaces are available for hire by external organisations. There are conditions of use which these standard Terms and Conditions set out and which the organiser agrees to abide by:

1. Completion of an application form does not bind the Council in any way.
2. If applicable, the total fee payable is required 6 weeks before the event. Hirers should note that payments are not refundable.
3. The Hirer shall observe any conditions or restrictions which the Council may impose as to the use of any venue, or proceedings/activities within any venue. The Council reserve the right to refuse or cancel any such reservation in the event of such restriction, condition or specification not being complied with.
4. Hirers are responsible for ensuring that time spent clearing the site is included in the booking period.
5. It shall be a condition of the letting that there shall be no display of any advertisement relating to the proposed use of the venue without the prior permission of the Senior Events Officer.
6. Hirers must note that Northampton Borough Council shall not accept responsibility for any personal belongings left unattended. All belongings/equipment must be up-lifted/removed immediately after the event.
7. The hirer will take all reasonably practicable steps to avoid damage to carriageways, footways, verges, grassed areas, trees, shrubs, flowers, fences, fixtures and equipment, and will make good all damage or loss caused to the Council's land or property as described, to the Council's satisfaction.
Reinstatement costs will be forwarded to the event organiser for payment. Large-scale events may be required to pay a bond to NBC prior to the event taking place. This will be agreed with the organiser pre-event.
8. The hirer will remove all litter and waste materials before leaving the land.
9. The hirer will not permit any activity that may give rise to a public or private nuisance, nor annoyance to the occupiers of property in the vicinity of the land e.g. loud noise from use of sound level amplifying equipment.
10. The hirer will indemnify the Council from all claims, actions, demands and costs arising in any manner whatsoever from, or out of the use of land described in the attached letter by the organiser and all other persons entering into the said land during the period concerned. The organiser is required to obtain public liability insurance cover against such claims. (minimum - five million pounds).
11. The hirer will not cause or permit the normal flow of traffic on the highway to be obstructed.
12. The hirer will allow access to the land described in the attached letter to any person lawfully entitled to enter same; including authorised representatives/officers of the Council, Statutory Undertakers, and Emergency Services. All activities must cease upon request from a Police officer, an authorised representative / officer of the Council, or any representative of the Statutory Undertakers. Following such a request, the

consent contained for the event will have been deemed to have been rescinded or temporarily suspended.

13. The hirer will not cause or permit the promotion or staging of any act involving animals. Further will not cause or permit the sale of any animal or the award of any animal as a prize. An animal includes aquatic species.

14. The hirer will ensure that the relevant guidance contained in the Health and Safety Commission/Home Office document "Event Safety Guide; and The National Outdoor Events Association - Code of Practice for Outdoor Events other than Pop Concerts and Raves shall be referred to where applicable.

15. The Council reserve the right to cancel the hiring agreement at any time if the venue(s) booked are needed for purposes of national or local importance not contemplated at the time of hiring. The Council's decision to cancel in such circumstances is final. Any fee paid will then be returned to the Hirer and the Hirer will agree to accept it in full settlement of all claims, costs, losses and damages that the Hirer might otherwise have against the Council arising from the cancellation.

