

Perth and Kinross Council
Community Greenspace
CONDITIONS OF HIRE/USE

1. Definitions

- 1.1 “Conditions” means these conditions of hire/use (“the conditions”) issued by Community Greenspace a department of Perth & Kinross Council a local authority constituted under section 2 of the Local Government etc (Scotland) Act 1994 and having its principal offices at 2 High Street, Perth, PH1 5PH, (hereinafter referred to as “the Council”) to the Hirer.
- 1.2 “Booking” means the request and confirmation of the booking of the Venue by Hirer for the Event/Promotion.
- 1.3 “Event/Promotion means the purpose for which the booking has been made for the period of hire inclusive.
- 1.4 “Hirer” means the company, organisation or individual booking the Event/Promotion and identified on the application. The booking is personal to the Hirer and is non-transferable and cannot be sub-let.
- 1.5 “Fly posting” means the display of advertising material in unauthorised places including on city centre shop premises/buildings, lampposts, railings, telephone boxes, trees or street furniture, without the owner’s consent.
- 1.6 “Named Person” means any person who signs the application on behalf of the Hirer and/or represents the Hirer in any discussions with the Council and other relevant authorities including pre and post event site inspections. Whether an employee, agent, licensee or invitee of the Hirer or whether they are acting in any other relevant capacity, the Named Person shall be deemed to have authority to bind the Hirer to these Conditions.
- 1.7 “Period of hire” means the time the Hirer has been granted to use the Venue and communicated to the Hirer.
- 1.8 “Site” means the area, usually the whole park, delineated and identified on the Site Plan appended to the signed Conditions of Hire.
- 1.9 “Venue” means the location booked for the Event/Promotion, which may be the whole or a part of the site.
- 1.10 “Site Plan” means the plan appended to the application for the hire/use or such other plan which may be updated or amended as requested by the Council. The Venue (including any access points) will be delineated on the Site Plan indicating the layout of the Event/Promotion and appended to the signed Conditions of Hire.

2. Charges/Payment for Hire/Use

- 2.1 The Council may at their sole discretion levy a charge on the Hirer for permitting the Event/Promotion.
- 2.2 The Council may require a deposit or such other financial instrument as may be communicated to the Hirer all in terms of clause 21.
- 2.3 Any proposed charge or deposit will be made known to the Hirer on receipt of the application by the Council.

- 2.4 Any proposed charge or deposit and must be paid in full 28 Days prior to the Event/Promotion and, if applicable, a VAT receipt will be provided.
- 2.5 BACS, credit card, debit card payments and cheques are accepted. Cheques should be made payable to Perth & Kinross Council and must clear 28 days prior to the Event/Promotion.

3. Refusal of Bookings and Cancellation

- 3.1 The Council acting reasonably may refuse a booking and/or cancel an Event/Promotion. In the event an Event/Promotion is cancelled by the Council, the Council shall use its best endeavors to advise the Hirer no less than 28 days prior to the Event/Promotion. Where appropriate the Hirer will be offered an alternative venue or dates.
- 3.2 In the event a booking is cancelled by the Council, the Council shall not be liable to the Hirer for any expenses, direct, special or indirect, consequential or indirect losses, loss of profit, turnover, additional business or damage to goodwill.
- 3.3 Without prejudice to clause 3.2 the total amount payable to the Hirer for any cancellation by the Council shall be the total of the charges referred to in condition 2.1.
- 3.4 Certain events and/or the advertising of certain products, organisations or services will not be permitted. These may include:
- Events held in support of a Political Party
 - Events or advertising which may be construed as offering or promoting services of a sexual nature
 - Tobacco or gambling related products, organisations or services.
 - Activities of a racist, sectarian or discriminatory nature, or any activity which would be inconsistent with the Council's duties under Equality Act 2010.
 - Bookings which include live acts involving non-domestic animals.
 - Any other such Event/Promotion which the Council deems in its sole discretion to be inappropriate, detrimental or otherwise objectionable.
- 3.5 The Hirer must notify the Council in writing at least 28 days prior to an Event/Promotion in order to cancel a booking. Failure to provide notice shall result in the Hirer being charged the full amount for the booking. The Council also reserves the right to recover any expenditure incurred by the Council which may arise as result of the failure to provide notice.
- 3.6 If any circumstance over which the Council has no control renders the Venue and/or the Site identified on the Site Plan unavailable on the day of the booking, or any part of such day, the Council shall not be liable to the Hirer for any expenses, direct, special or indirect, consequential or indirect losses, loss of profit, turnover, additional business or damage to goodwill.
- 3.7 The Hirer must ensure that the application for booking is submitted in a timely fashion and that any associated documentation is submitted at least 14 days in advance of the Event/Promotion. Associated documentation may include, but shall not be limited to relevant risk assessments, PAT Certificates, insurance certificates etc. If any associated documentation is not provided to the Council 14 days in advance of the Event/Promotion, the Council may cancel the Event/Promotion. The Council also reserves the right to recover any expenditure incurred by the Council which may arise as result of the failure to provide associated documentation within 14 days of the Event/Promotion.

4. Services/Electrical Equipment

- 4.1 Where the Council provides outdoor electrical connection points, the Hirer must follow the Guidance provided by the Council and shall engage an approved Contractor under the NICEC Scheme or, where applicable, an approved contractor under the NICEIC's Competent Persons Scheme to connect any electrical equipment used in connection with the Event/Promotion. The Council may check/test its electrical connections periodically but the Hirer must report any damage or defects to the Council immediately upon discovery.
- 4.2 All electrical equipment brought on site should be portable appliance tested and carry inspection stickers. The temporary electrical system must be planned, designed, installed and tested by a competent person and must comply with current legislation including BS 7671 and BS 7909. A suitable certificate of inspection and testing, of the temporary electrical system must be provided at least 1 hour prior to commencement of the event. The Installation certification should also be available for all generators, which must be diesel driven and barriered to prevent public access to them. Any equipment not in compliance with the foregoing is likely to be deemed inoperable and may require to be removed from the event site. Any generators used should be at a minimum Silent Generators but Super Silent Generators are preferable.
- 4.3 For the avoidance of doubt the use of any electrical equipment referred to in these conditions must be covered by the Hirer's own public liability insurance or such other relevant insurance(s).
- 4.4 Where services (including but not limited to electricity, water etc) are required by the Hirer the Council may at its sole discretion invoice the Hirer after the Event/Promotion. Failure to pay on the terms and timescales on the invoice shall entitle the Council to recover the costs detailed in the invoice as a debt.

5. Emergencies/Adverse Weather/Ground conditions

- 5.1 The Hirer shall ensure access and/or egress routes for emergency vehicles are kept clear at all times.
- 5.2 The Council may, at its sole discretion, cancel the Event/Promotion at any time in emergency circumstances and/or when adverse weather or ground conditions are likely to endanger public safety or cause damage to the Venue. Where possible an alternative venue or alternative dates will be offered to the Hirer.
- 5.3 The Hirer shall ensure that, where necessary or required, a suitable Weather Management Plan is established and implemented to deal with inclement weather and high winds.

6. Licenses, Orders and Permits

- 6.1 The Hirer is responsible for contacting all relevant parties and procuring all necessary relevant Licenses, Orders and Permits and consents and permissions for the Event/Promotion including, but not limited to any Public Entertainment Licence, Market Operator's Licence, Liquor Licence, Road Closure Order, Section 89 Permit, any/or relevant Licences required under the Civic Government (Scotland) Act 1982 etc.
- 6.2 The Hirer undertakes to ensure all conditions attached to any Licence, Order, Permit consent or permissions are fully complied with.

7. Traffic & Pedestrian Management

- 7.1 The Hirer shall ensure equipment and vehicles are positioned so that they do not obscure the frontage of any retail premises.

- 7.2 The Hirer shall undertake to ensure that no motorised vehicles are brought onto or parked on the Venue without prior approval. Should permission for vehicles be granted a maximum speed limit of 5 mph must be observed and pedestrians given right of way at all times.
- 7.3 The Hirer is to ensure that the statutory width of 3.75 metres be allowed for service and emergency vehicles to pass.
- 7.4 The Hirer shall ensure that no motorised vehicles are brought onto or parked on the Venue without prior approval. Should permission for vehicles be granted a maximum speed limit of 5 mph must be observed and pedestrians given right of way at all times.
- 7.5 Where vehicular access is agreed access points/routes should be indicated on the Site Plan and these must be adhered too. A Traffic Management Plan may be required at the discretion of the Council and a limit set on the number of essential event vehicles permitted on site.
- 7.6 The Hirer should ensure a minimum 3 meter wide unobstructed area has to be left at each side of the street to enable the free flow of pedestrians.

8. Venue Condition

- 8.1 The Council may at its sole discretion arrange for or instruct an inspection of the Venue and the Access Routes prior to the commencement of the Event in order to record the condition of the Venue and Access Routes. The inspection may take the format of a schedule of condition and/or site condition photos. Thereafter, if considered necessary, the schedule of conditions and/or site condition photos will be sent to the Hirer who shall sign and return them as soon as reasonably practicable and in any event prior to the Event Dates.

9. Use of Venue – General Conditions

- 9.1 The Hirer shall undertake to ensure (so far as is practicable) that no loss or damage is caused to the Venue, any Council owned equipment, materials, facilities or natural features thereon. The Council reserves the right to recover any costs, expenses or losses that might reasonably be incurred in the repair, replacement, cleaning or reinstatement to the Venue required as a result of the actions of the Hirer, its employees, agents, sub-contractors or any persons attending or participating in the Event. This includes damage caused by motor vehicles including fuel, oil and any other spillages.
- 9.2 The property of the Hirer and the Hirer's agents must be removed on the last day of the period of hire or as otherwise agreed with the Council. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 9.3 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue or the Site without the prior written consent of the Council.
- 9.4 Where appropriate the Hirer shall inform Police Scotland, Scottish Fire and Rescue Service and the Scottish Ambulance Service of the Event. The Hirer shall undertake to comply with any instructions given by the duly authorised officers of the Council or of the Fire, Police or Ambulance authorities.
- 9.5 The Hirer shall appoint a nominated Person or persons whose name(s) shall be notified to the Council upon submission of the application, which Person or persons shall be responsible for ensuring that any instructions given by the Council, and/or the Police, Fire Service or other statutory authorities are complied with.

- 9.6 The Hirer shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional decorative lighting in or on any parts of the Venue or the Site without the prior written consent of the Council.
- 9.7 The Hirer is responsible for the supervision and control of participants, officials, spectators, and other persons attending the Event/Promotion.
- 9.8 The Hirer shall ensure that the Venue or any part thereof shall not be used for any illegal or immoral purpose or for conducting or allowing noisy, noxious or offensive activity or anything which may cause nuisance, annoyance or damage to the Council or the owners or occupiers of other property in the neighbourhood.
- 9.9 A Waste Management Plan may be required at the discretion of the Council and subject to the Council's approval. The Waste Management Plan shall include times and methods of uplift of waste from the site.
- 9.10 The Hirer shall ensure that the Venue is left in a safe, clean and tidy condition at the conclusion of the Event/Promotion, and shall ensure that all litter and debris is removed from the site and placed in suitable litter/recycling receptacles.
- 9.11 The Council shall have the right to recover its reasonable costs from the Hirer in the event that the Council deems the Hirer to have failed to leave the Venue and/or Site in a safe, clean and tidy condition at the conclusion of the Event/Promotion. The Council may, at its discretion, provide suitable litter/recycling receptacles for non-commercial community events.
- 9.12 The Hirer must ensure that no equipment, e.g. fences, gates, bollards etc., are dismantled or removed without the prior permission.
- 9.13 The Council may require the Hirer to provide, at their own expense, such temporary sanitary facilities as are deemed appropriate by the Council. The Council may, at its discretion, provide such facilities for non-commercial community events.
- 9.14 The Council reserves the right to set a maximum limit for the number of persons participating in the Event/Promotion.

10. Animals

- 10.1 If animals are permitted as part of the Event/Promotion, the Hirer shall be responsible for ensuring that current animal health and welfare regulations and guidance are adhered to and all necessary precautions are taken to secure the safety of the animals and the public.
- 10.2 Where animals are permitted, the Hirer must adhere to any relevant Guidance issued by the Council.
- 10.3 The Council reserves the right to request relevant care and control insurance in respect of the animals.

11. Right of Entry

- 11.1 Authorised Council Officers or Elected Members shall be permitted entry to the Venue on Council business at all times during the period of hire.

12. Fly Posting

- 12.1 The advertising of an Event/Promotion by fly posting will result in the immediate withdrawal of permission to use the Venue.

12.2 If this condition 12.1 is breached, the Council may remove or instruct to be removed the fly posting and re-instate the effected subjects and recover the costs as a debt from the Hirer or deduct such costs from any deposit referred to in clause 21 (Deposit).

13. Health and Safety

13.1 The Hirer must ensure that the Event/Promotion complies with all the relevant Health and Safety Legislation and regulations to include during set up and take down stages.

13.2 The Hirer and Council will exchange relevant site and event specific information, prior to the event where possible. The Hirer will inform the Council of any significant risks created by their activities beyond the Venue, such as access and egress from site.

13.3 The Hirer must provide a suitable and sufficient health and safety risk assessment 14 days prior to the Event/Promotion. The Council reserves the right to inspect risk assessments and other health and safety documents in relation to the Event. All associated costs for this assessment shall be borne by the Hirer.

13.4 During the Event the Hirer will be solely responsible for the health and safety of all relevant parties including attendees and all associated activities they are responsible for.

13.5 The Hirer shall provide adequate first aid cover for the Event/Promotion (if applicable).

13.6 The Hirer must complete an Incident Report Form and return it to the address given on the form, within 48 hours of the Event/Promotion in relation to any incident/accident involving Council assets or activities.

13.7 The Hirer shall ensure that suitable arrangements are in place for managing any fire risk. This shall include, where necessary, a suitable and sufficient Fire Safety Risk Assessment.

13.8 The Hirer is responsible for all stewarding of the event and where requested, producing a suitable stewarding plan, to the Council and/or Police Scotland.

13.9 The Hirer must ensure the Event/Promotion must be fully compliant with all applicable environmental legislation and SEPA Pollution Prevention Guidelines. Any negative environmental aspects that may arise from event activities must be assessed and where necessary, suitable control measures introduced to reduce any associated impacts to an acceptable level. Examples of negative environmental impacts include fuel spillage and air/water pollution. Particular care must be taken to ensure that no fuel/ oil spillage is allowed to reach a drainage system as this may result in the pollution of a nearby river or watercourse.

14 Indemnity and Insurance

14.1 The Council excludes all liability to maximum extent permitted by law and does not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue or the Site

14.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event/Promotion and accepts liability for any loss, damage, injury or death caused, whether to property or person(s), and arising as a result of the negligence of the Hirer, its employees, agents, sub-contractors or Event/Promotion participants while using the Venue or the Site for the Event/Promotion.

14.3 The limitations and exclusions set out in this clause 14 shall not apply (and no limitation shall apply) with respect to the liability of either party:

- a) for death or personal injury caused by the negligence of such party or its directors, employees, agents or subcontractors;
- b) for any fraud or fraudulent misrepresentation.

14.4 The Hirer indemnifies the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer and arising as a direct result of the negligence of the Hirer, its employees, agents, sub-contractors or Event/Promotion participants while using the Venue or the Site for the Event/Promotion.

14.5 The Hirer indemnifies the Council for loss or damage is caused to the Venue and the Site and any Council owned equipment, materials, facilities or natural features thereon

14.6 The Hirer shall obtain Public Liability Insurance (including products liability where appropriate) the relevant limits of indemnity shall be an amount approved by the Council's Insurance and Legal Sections. The Public Liability Insurance shall indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer and arising as a direct result of the negligence of the Hirer, its employees, agents, sub-contractors or Event/Promotion participants while using the Venue or the Site for the Event/Promotion. Under no circumstances shall this be less than £5,000,000 (five million pounds) for each and every claim.

14.7 If required by law, the Hirer shall obtain Employer's Liability Insurance the relevant limits of indemnity shall be an amount approved by the Council's Insurance Department. Unless otherwise specified under no circumstances shall this be less than £10,000,000 (ten million pounds) for each and every claim.

14.6 The Council may request further insurances, as may be relevant, to include but not be limited to relevant care and control insurance in respect of the animals/livestock in respect of clause 10.

14.7 The Hirer will be required to produce evidence of their insurance, and where relevant, adequate insurance covering contractors or agents involved in the operation of the Event/Promotion. Failure to provide proof of insurance cover as required at within 14 days of the Event/Promotion will lead to the cancellation of the Event/Promotion.

15 Noise Pollution

15.1 The hours of operation for construction and set up of an event will normally be until 23:00hrs; however these may be extended depending on circumstances. Further information can be obtained from the Environmental Team at the Council.

15.2 If a vehicle is essential to the Event/Promotion no running engines or generators that cause either air or noise pollution are permitted.

15.3 The Hirer shall ensure that sound levels from amplified music and noise from generators and other equipment are adequately controlled to prevent noise nuisance. The Hirer may be required to reimburse any reasonable costs incurred by the Council in responding to any complaints or, at the Council's sole discretion, in monitoring the Event/Promotion.

15.4 Where required by the Council the Hirer shall nominate a Person or persons (usually the Named Person noted above) who shall be present throughout Event/Promotion to control noise levels and give an undertaking that should noise nuisance complaints occur, levels can be suitably adjusted on the request of an Environmental Health Officer or Police Officer.

15.5 In terms of noise the Hirer shall ensure that the music noise level shall not exceed 65dB(A)eq over any 15 minute period during any performance, rehearsal or sound check when measured outside the window of any dwelling house or other noise sensitive premises, other than premises connected with the Event/Promotion.

16 Recorded Music and Performance Copyright Infringement

16.1 The Hirer shall not play or permit to be played recorded music at a Venue or perform any work, which will infringe the intellectual property rights of any third party.

16.2 Any unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified the Council.

17 Public Entertainment

17.1 Where members of the public are required to pay for admission to the Event/Promotion, or to use any of the facilities for the purposes of entertainment or recreation, or such other circumstances for which a Public Entertainment Licence is required, the Hirer must obtain a Public Entertainment Licence.

18 Gambling

18.1 The Hirer shall not hold, or permit to be held any sweepstakes, raffle or other lottery at the Venue during the Hire other than one which is permitted by law and agreed by the Council. If tickets are to be sold in advance, and/or if the raffle or lottery is drawn at a later date then a licence for a small lottery will be required. See:

<http://www.gamblingcommission.gov.uk/Gambling-sectors/Lotteries/About-the-lottery-industry/About-lotteries-raffles/About-lotteries-raffles.aspx>

19 Alcoholic Drinks

19.1 The Hirer shall not sell or provide alcohol at the Venue at the Event/Promotion unless and until a relevant License(s) has been granted.

19.2 It shall be at the Hirer's sole responsibility to ensure that sale and consumption of alcohol at the Event/Promotion is lawful and falls within applicable bye laws, regulations and guidelines.

20 Catering

20.1 The Hirer shall provide details of all caterers and make relevant documents/facilities available for inspection by the Council's Environmental Health Officer and comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) regulations 1995, Food Hygiene (Scotland) Regulations 2006 and any amendments thereto.

20.2 All prices and charges shall be clearly displayed in respect of any sales relevant to this this clause.

21 Property Not Removed

21.1 The Council may remove, store or dispose of any property left by the Hirer at the Venue after the period of hire.

21.2 The Hirer shall repay to the Council on demand the costs of such removal, storage or disposal of any property left by the Hirer at the Venue and/or may deduct the costs from any deposit or financial instrument lodged with the Council all in terms of clause 21.

21.3 The Council shall not be held responsible for any damage to or theft of property left by the Hirer or damaged during its removal or storage.

21.4 Disposal in terms of clause 19.1 shall include the entitlement to sell the property and retain the proceeds.

22 Breach of Conditions

22.1 The Hirer shall be responsible for ensuring that the Conditions of Hire are complied with by all persons using the Venue arising out of or in consequence of the Event/Promotion.

22.2 If the Hirer breaches any of the Conditions of Hire, the Council may in its sole discretion, cancel the booking and all future bookings if the breach cannot be remedied or, if such a breach is capable of remedy and the Hirer fails to remedy within 28 days of receiving notice requiring remedy. The Hirer will remain at all times liable for all charges, including cancelled future bookings.

23 Deposit

23.1 In the event the Council considers the Event/Promotion is of a sufficient size or the nature of the Event/Promotion is such that it increases the likelihood it may cause loss or damage to the Venue, any Council owned equipment, materials, facilities or natural features thereon the Council may require the Hirer to provide a deposit (or such other financial instrument) of up to £5,000 (which may be increased if deemed necessary) for any relevant repair or reinstatement of the Venue, the Site or any Council owned equipment, materials, facilities or natural features thereon.

23.2 Separate to the deposit or financial instrument referred in clause 21.1, the Council may also charge a refundable deposit of £515 to discourage fly posting all in terms of clause 12.

23.3 Where any repair, removal or reinstatement costs are less than any deposit(s) or financial instruments referred to in this clauses 21.1 and 21.2 the balance shall be transferred to the Hirer.

23.4 Where such repair, removal and reinstatement costs exceed any deposit or financial instrument, the Council may seek to recover the balance as debt from the Hirer.

23.5 Where repairs, removal or reinstatement works are undertaken or instructed by the Council, all in terms of clause 21.1, 21.2, or where costs are incurred in terms of clause 9.11 or clause 19 the Council shall provide an itemised account of the works undertaken of such repair, removal and reinstatement costs.

23.6 Whether the deposit(s) or financial instrument referred to in clause 21.1 or 21.2 are required exclusively or or in tandem, the deposit or deposits may be used to offset any costs incurred under clause 9.11, 21.1, 21.2 or clause 19.

23.7 Nothing in this clause shall be construed so as to remove the requirement to hold insurances or limit indemnities required under clause 14 (Insurance and Indemnity).

24 Parking

24.1 Where the Hirer is charging to park vehicles within the Venue and/or Site the Council, the Hirer shall make over 25% of the takings to the Council.

24.2 Where any parking is agreed the Hirer will be responsible for ensuring that adequate stewarding is provided so that all vehicles are parked safely and no disruption is caused to the public highway or other users of the Venue. In such circumstances the location and layout of parking will be shown on the Site Plan and, where required, reflected in the Traffic Management Plan.

25 Variations to the Conditions

25.1 The Council reserves the right to update and vary the Conditions of Hire at any time on 7 days' notice.

25.2 Any update or variations to these Conditions shall be deemed to be incorporated in these Conditions of Hire upon receipt of the notice referred to in clause 23.1.

25.3 Where a booking has been accepted the Council and relevant charges and deposits have made over by the Hirer, the any update or variation shall only be applicable if agreed in writing by the Hirer.

Signed on behalf of the Hirer	
Date	
Name of Event	
Date of Event (from-to)	
Print Full Name	
Name of organisation	
Position within organisation	
Named Person (Council Contact)	
Named Person (Other Statutory Authorities)	
Named Person (On Site)	
Invoice Contact	