

**West Suffolk Council**

**Standard Terms and Conditions of Hire of Council Owned/managed Land  
(Incorporating Special Conditions which apply to the Abbey Gardens only)**

**The following Standard Terms and Conditions must be read in conjunction with the Application Form which must be signed by the Hirer (or a duly authorised representative) to verify that they have been read and understood and will be adhered to.**

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Definitions and Interpretations

In these Standards Terms and Conditions, unless the context otherwise requires, the following terms shall have the meanings given to them below:

|                              |                                                                                                                                                                                                                                                                 |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application Form             | means the Application to hire space in Council owned/managed Park or Open Space completed by the Hirer                                                                                                                                                          |
| Area                         | means that part of the Site identified by the Council to the Hirer in which the Event is to take place                                                                                                                                                          |
| Event                        | means the event detailed on the Application Form                                                                                                                                                                                                                |
| Head of Services             | means the Council's Head of Operations for the time being or any other Council Officer nominated by him to act on his behalf.                                                                                                                                   |
| Hirer                        | means the applicant as detailed on the Application Form and references to the Hirer in these Standard Terms and Conditions shall include reference to the Hirer's agents, representatives and operatives at the Event                                           |
| Site                         | means the park or open space at which the Event is to take place as detailed on the Application Form                                                                                                                                                            |
| Event Safety Management Plan | means a documented information pack outlining how the event will be run to ensure that the health, safety and welfare of all those attending an event, including employees and contractors (if applicable) will be managed as detailed on the Application Form. |

PLEASE NOTE: The permission to occupy such part of the Site as authorised by the Head of Services in accordance with these Standard Terms and Conditions is not intended to create a tenancy between the Hirer and the Council.

- (1) The Event shall only occupy the Area as identified by the Head of Services. Any fencing or roping off of the Area which may be required shall be at the Hirer's expense, unless otherwise agreed by the Council in writing. The Event activities must be confined to the Area and the Hirer will be responsible for seeing that no trespass occurs outside the Area.
- (2) The rights and privileges of members of the public using the Site must be respected and the Event must not interrupt their free passage.
- (3) Access to the Area shall only be via a route agreed by the Head of Services.
- (4) EITHER: The Area is to remain open to the public and the Hirer will not be permitted to charge for entry.  
OR: The Area will be closed to the public and the Hirer may make a charge for entry (ticketed event).
- (5) The Event shall take place on the dates and at the times stated on the Application Form and must comply with the requirements and restrictions of the Temporary Event Notice if required (see clause 8). Operating hours and times for setting up and dismantling the Event will be negotiated between the Hirer and the Council representatives. The timings for the setting up and dismantling of the Event must be stated in the Application Form and in the Event safety Management Plan. Operating hours for the Event

may be subject to review by the Head of Services in the event of general nuisance occurring or complaints from nearby residents.

- (6) Noise emanating from the Event must be kept within reasonable levels at all times. The Council reserves the right to prohibit the Hirer from using instruments or equipment which is deemed to create noise at an unreasonable level.
- (7) No equipment is to be used on the Site without the prior written authorisation of an officer of the Council. Whilst in use any equipment must be operated so that it does not cause a nuisance to local residents. Any plant or equipment which generates noise, must be sited away from residential premises and be acoustically attenuated to the best achievable standard. All equipment must be properly maintained and if necessary screened so that it does not cause a noise nuisance to neighbouring residents. The Council's Environmental Health Department must be informed of the use of any live music or amplified sound at the Event 7 working days prior to the commencement of the Event. Tel: 01284 757053

Details of the following will be required:

- a. Type and amount of equipment to be used
  - b. Duration of use
  - c. The siting and speaker orientation
- (8) If a Temporary Event Notice is required the relevant licence application must be submitted, directly, to the Council's Licensing Service at least 10 clear working days prior to the Event. Applications for a relevant licence must be submitted directly to the Council's Licensing Authority at least 12 weeks prior to when the Event is due to take place. Application forms are available from the Council's Licensing Authority Tel: 01284 757103. A copy of the Licence must be produced to the Head of Services upon request.
- (9) Any catering facilities shall be in accordance with Food Hygiene Regulations in force at the time.
- (10) No monetary collection shall be made at the Event unless the Hirer shall have obtained the necessary permit from the Licensing Authority Tel: 01284 757103, at least 28 days before the Event. A copy of the Permit must be produced to the Head of Services upon request.
- (11) **Billboard and Poster advertising:** The Hirer's attention is drawn to the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (Schedule 3 Class 3F) as below:

#### **Description**

*An advertisement relating to the visit of a travelling circus, fair or similar travelling entertainment to any specified place in the locality.*

#### **Conditions and Limitations**

- (1) No advertisement may exceed 0.6 square metres in area*
- (2) No advertisement may be displayed earlier than 14 days before the first performance or opening of the entertainment at the place specified.*
- (3) The advertisement shall be removed within 7 days after the last performance or closing of the specified entertainment.*
- (4) At least 14 days before any advertisement is first displayed, the local planning authority (**Planning & Engineering services, West Suffolk House, Western Way, Bury St. Edmunds, Suffolk, IP33 3YU**) is to be notified in writing of the first date on which, and of the site at which, it is to be displayed.*
- (5) Illumination is not permitted*
- (6) No part of the advertisement may be more than 4.6 metres above ground level, or 3.6 metres in an area of special control.*

Any unauthorised advertising posters or similar will be removed and the cost thereof charged to the Hirer. The Hirer will only advertise the Event using authorised and legal display sites. Fly posting may result in cancellation of the hire of the Site.

- (12) No activity which in the opinion of the Head of Services is of an undesirable character shall be provided or operated by the Hirer at the Site.

- (13) The Hirer shall ensure that any Codes of Safe Practice produced by the Health and Safety Executive are strictly adhered to at all times. The Council's representatives shall have the right at all times to full access to the Area for the purpose of inspecting or testing any machine or equipment being used by the Hirer. The Council reserves the right to close any machine, stall or other device which in the opinion of its representatives appears to be dangerous or does not comply with the foregoing conditions. The Council will not be liable for any loss which may be incurred to the Hirer and no return of rent shall be made in consequence of such closure. It is the Hirer's responsibility to ensure full compliance with health and safety legislation, codes of practices, and licenses applied for and issued. Any omission may result in cancellation of the hire of the Site.
- (14) No nuisance or annoyance shall be caused by the Hirer to the wildlife, flora and fauna, the public or to the owners or occupiers of property on the Site, and in the event of any dispute, the matter shall be referred to the Head of Services, whose decision shall be binding.
- (15) No growing timber is to be cut, felled or lopped from the Site.
- (16) The Hirer shall ensure each stall or sideshow in the Area (if any) is provided with a covered refuse bin and all refuse and litter in the Area must be placed in the bin. Slops of any description must not be thrown on the ground and must be removed from the Site.
- (17) Each living caravan in the Area (if any) must be provided with a covered refuse bin and all refuse and litter in the Area must be placed in the bin. Slops of any description must not be thrown on the ground and must be removed from the Site.
- (18) The Hirer shall ensure the Area is kept clean and tidy and left in a proper condition at the termination or expiry of the Event, to the satisfaction of the Head of Services. All fittings and apparatus used in connection with the Event must be removed within 24 hours from the termination or expiry of the Event. If this condition is not complied with, the Council shall have the right to make the Area clean and tidy and the expense incurred in so doing shall be recoverable from the Hirer.
- (19) No live animal or fish shall be offered as a prize in any amusement or game provided at the Event.
- (20) The Hirer shall make the necessary arrangements with the appropriate authorities and departments of the Council for the supply of electricity, water (if required) and the cartage of refuse from the Site, at the Hirer's expense.
- (21) If the Event includes the display of fireworks, the Hirer must provide adequate safety and fire precautions for the public during the display of fireworks to the satisfaction of the Suffolk Fire Service. These details must be outlined in the Event Safety Management Plan.
- (22) The Hirer must provide at his expense any sanitary accommodation for the Event which may be considered necessary by the Council's Environmental Health Department.
- (23) If seating, staging, lighting/sound towers, etc, is to be erected this must be done by a competent person. Written certification confirming that the structures are safe must be produced to the Council prior to the commencement of the Event.
- (24) The Hirer shall be responsible for reimbursing to the Council the costs, for which they are legally responsible, of repairing any damage done to the Site or to any other property of the Council as a result of, or arising, directly or indirectly, from the use of the Site.
- (25) **Not less than six weeks prior to commencement of the Event,** the Hirer shall provide the Council with its Event Safety Management Plan and risk assessment(s) together with, proof of adequate public liability insurance, the hire charges and reinstatement deposit payment. All cheques must be crossed and made payable to St. Edmundsbury Borough Council or Forest Heath District Council dependent upon the location of the site to be hired.
- (26) The Hirer shall indemnify the Council against all demands, claims, losses, costs and expenses made against or incurred by the Council (including all direct, indirect and consequential loss in relation to but not limited to personal injury, property damage and/or loss or damage to third parties) or damage suffered by the Council caused by or arising from the negligence of the Hirer in connection with the Hirer's use of the Site.

- (27) The Hirer will hold public liability insurance at a minimum level of £5 million insurance such insurance to be in force during the period of the Event, and in this connection current policies and renewal receipts must be produced to, and approved by, the Head of Services prior to commencement of the Event. The Hirer shall ensure that any third party stall holder participating in the Event will hold the same level of public liability insurance.
- (28) The Hirer shall not transfer the benefit of the hire of the Area to any third party other than the allocation of individual stall sites to stall holders participating in the Event.
- (29) The Council will not be responsible for any loss or damage suffered by the Hirer in the event of the Site not being available, by reason of accident, war, civil commotion, force majeure, strike, lock-out or other like cause. The Council may, however, in such event without admitting any legal obligation so to do, return the application fee paid by the Hirer. The decision of the Council, as to whether or not the Site is available, within the meaning of this clause, shall be final and binding on the Hirer.
- (30) The Council shall be entitled to cancel the hire of the Site:-
- In the event of a breach or anticipated breach of any of these Standard Terms and Conditions of Hire, or
  - If at any time prior to the commencement of the Event, it shall appear to the Head of Services that the Hirer has made a material omission from, or mis-statement in the Application Form, or
  - The Hirer has failed to provide an adequate Event Safety Management Plan and risk assessments by the required date, or
  - If any sum payable is not paid by the Hirer by the date upon which it is due.

The decision of the Council through the Head of Services or his representative shall be final.

- (31) Should adverse weather conditions make the Site unfit for use, an alternative date will be offered to the Hirer at no additional expense.
- (32) The Council does not accept any liability for any costs incurred by the Hirer as a result of cancellation of the Event.
- (33) The Hirer may cancel the hire of the Site by giving to the Council not less than **TWENTY EIGHT DAYS NOTICE IN WRITING**, sent by Recorded Delivery, to the Head of Services at West Suffolk House, Western Way, Bury St. Edmunds, Suffolk, IP33 3YU, of the intention so to cancel. Where such notice has been provided the Council will refund to the Hirer any deposit paid. Failure by the Hirer to give such notice of cancellation to the Council shall render the Hirer liable for **ALL HIRING CHARGES** in respect of the hire of the Site..
- (34) In no circumstances will the Council accept responsibility for the loss, theft or damage of or to any goods or property or brought onto the Site by the Hirer.
- (35) Car Boot Sales held must adhere to the following:
- The car boot sale shall be secondary to a main event, e.g. summer fete.
  - Commercial/professional traders are not permitted under any circumstances.
- (36) The Hirer is responsible for minimising the adverse environmental impact of the Event, defined as "any negative change in the environment, wholly or partially resulting from the Event's activities, products or services."
- Examples are:
- Emissions to the atmosphere
  - Discharges to water or sewer
  - Waste
  - Contaminated Land
  - Use of land, water, fuels and energy and other natural resources
  - Discharges of thermal energy, noise, odour, dust, vibration and visual impact
  - Effects on specific parts of the environment or ecosystems (e.g. Human health and safety)

- (37) The Hirer will at all times comply with their statutory obligations and shall not treat one group of people less favourably than others because of their colour, race, religion, belief, nationality, ethnic origin, disability, age, sex or sexual orientation in relation to the provision of the Service.

### **Special Conditions relating to the Abbey Gardens, Bury St Edmunds**

Owing to the town centre location of the Abbey Gardens, its proximity to residential dwellings and it being a scheduled ancient monument site these additional Special conditions will apply to Events at this venue:

#### **1. General Conditions**

- (i) Users of the Site are not permitted to sink any tent peg or any other items into the ground on Site to ensure that subterranean archaeological is not damaged.
- (ii) Marquees and other structures must be self weighted
- (iii) There are only certain areas within the gardens where events are permitted under no circumstances is anything to be leant against or attached to any of the standing ruins on Site.
- (iv) The standing ruins must be suitably protected against the possibility of them being damaged as a result of the Event. The Hirer will be required to advise on the actions they propose take in this regard in an environmental impact assessment which should be submitted as part of the Application Form process.

#### **2. Access Requirements**

The owners and tenants of Alwyne House and Cottage have access rights from the Mustow Street gate into their property. The Hirer will be required to post stewards on the gates throughout the Event to ensure that access is maintained for these residents. Should it be necessary to temporarily restrict this access at any point during the setting up, the Event itself and/or break-down then this should be kept to an absolute minimum and made known in the Event Safety Management Plan so that the owners and tenants of Alwyne House and Cottage are informed prior to the Event.

#### **3. Events involving amplified music**

Amplified events/concerts at the Abbey Gardens are restricted as follows:

- (a) The Council will only accept bookings for up to three separate evening music concert programmes in any one calendar year.
- (b) The combined number of evenings of amplified music in these programmes will not exceed 10 in any one year.
- (c) Music and amplified announcements must finish by 10:30pm weekdays and Saturdays and by 10pm on Sundays. This does not apply to safety announcements required in an emergency.
- (d) The total duration of amplified music played at an evening concert Event must not exceed 3.5 hours over one evening (excluding intervals).
- (e) The proposed timings for sound checking must be made known in the Event Safety Management Plan and should be kept to an absolute minimum.
- (f) There must be no setting up or dismantling of stages and generators or heavy plant between the hours of 11pm and 7am, but quiet removal of performance equipment will be allowed.

Conditions (a), (b) and (d) of Section 3 will only apply to evening concerts involving amplified music. N.B. For clarification, the following annual evening events which may involve amplified sound are not covered by conditions (a), (b) and (d): Fright Night; Bonfire Night fireworks display; and the Christmas Fayre.

The conditions in Section 3 may only be varied by the Head of Services in consultation with stakeholders, including local residents.

*1 A "concert programme" would constitute one single booking of the Abbey Gardens by an event organiser. This could be for one single concert or a series of concerts over more than one day (advertised collectively). For instance, a season of outdoor concerts as part of the Bury Festival in May would count as one*

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DP/revised5/20/03/12  
JAS/revised6/15.10.14