

Terms and Conditions for use of parks and open spaces

This document sets out the Terms and Conditions to which you must agree if you are planning to hold an event on Oxford City Council land.

Oxford City Council encourages events which:

- Build understanding between communities, celebrate diversity and promote equality
- Are environmentally friendly
- Encourage healthy eating and healthy living.

1. Definitions

- “Conditions” refers to the booking Conditions which form part of the contract between the Council and the hirer.
- “Hirer” refers to the individual, organisation or its representative booking the Event who is responsible for paying any fees due to the Council. The hirer may not transfer or sublet the consent to hire to any other person.
- “Event” refers to the purpose for which the Venue has been booked.
- “Venue” refers to the location booked for the Event including the immediate surrounding area open to the public.
- “Due Date” refers to the timescales set out on the Council’s website.
- “The Council” in the context of these Terms and Conditions is represented by the Corporate Lead: Culture and Events or his/her duly authorised officers.

2. Event application and Supporting Documents

The Hirer is responsible for submitting:

- A completed online application form, accompanied by all required documentation – including a site plan, a site-specific risk assessment and confirmation of Public Liability Insurance – by the Due Date. Incomplete applications will be rejected.
- All other supporting documents which may be required by the Due Date, set by the Events Office or members of the Safety Advisory Group (SAG).

3. Payment

The hire fee will be applicable as soon as your application form has been processed and sent out for consultation.

The Hirer is responsible for:

- Paying all fees and charges in full upon receipt of the invoice. If payment is not received 28 working days in advance of the Event, the Council reserves the right to cancel the booking.
- Paying the full cost of any services provided by the Council at the Venue, e.g. electricity, water etc. These costs will be in addition to the hire charge for the Event.
- Paying any bond required by the Council to cover potential damage to the Venue by the Due Date. Any damage of any kind to the Venue and anything relating to the Venue (e.g. power key or permits), including any administrative costs incurred by the Council in repairing damage, will result in the bond or part of the bond being forfeited.
- Paying the full costs of any damage to the Venue. If this exceeds the bond the Council will issue an invoice to the Hirer. Any rectification works that are required as a result of the Event will be undertaken by Oxford Direct Services (ODS) on behalf of the Council and any relevant fees will be deducted from the deposit.

For all requests with less than 8 weeks' notice, the applicable hire fee will be doubled.

4. Booking and cancellation policy

- a. The Council reserves the right to refuse any application without explanation.
- b. The Council reserves the right to withdraw permission for use of any Venue at any time. When it cancels a hire, the Council will repay any bonds paid. However, it is not liable for any expense incurred by the Hirer as a result of the cancellation.
- c. Cancellation by the Hirer of a booking must be in writing and must reach the Council seven days before the scheduled Event at the very latest.
- d. On cancellation of the booking the Hirer must pay the full hire fee to the Council as well as any additional expenses incurred by the Council.
- e. Any amendments to the booking must be notified in writing to the Council which reserves the right either to cancel the booking or amend the hire fee, as it considers appropriate.
- f. The Council accepts no responsibility for the non-arrival from Hirers of application forms, payments or cancellations by the Due Date.
- g. The Council reserves the right to cancel any booking in the light of an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council's discretion.

5. Planning the Event

The Hirer is responsible for planning all aspects of the proposed Event. This includes but is not restricted to:

- a. Researching the statutory obligations that apply to the Event - e.g. the Environmental Protection Act 1990: Code of Practice on Litter and Refuse and the Security Industry Act 2001, Licensing Act 2003, the Outdoor Event Guide, Health & Safety at Work Act 1974, HSE Guidance laid out in The Event Safety Guide, Food Safety Act 1990 and The Food Hygiene (England) Regulations 2006
- b. Ensuring that all statutory responsibilities during the Event are discharged on the Council's behalf
- c. Obtaining all necessary licences or other consents, whether from the Council or elsewhere, before the Event takes place. Copies of relevant licences and consents must be available for inspection by the Council. The Council will cancel the booking if the Hirer cannot evidence relevant consents
- d. Ensuring that there is no contravention of the Terms and Conditions of any licence during the Event
- e. Complying with the advice of the statutory authorities represented on the Safety Advisory Group - Oxfordshire County Council, Thames Valley Police, Oxfordshire Fire Service, Oxfordshire Ambulance Trust, and Highways Authority - regarding the impact the Event will have on traffic management and health and safety
- f. Ensuring that the Event does not exceed the permissions granted through the application process.

6. Managing the Event

The Hirer is responsible for managing all aspects of the proposed Event. This includes but is not restricted to:

- a. Supervising and controlling Event participants, officials, and spectators
- b. Having sufficient stewards and officials to fulfil Event Conditions
- c. Ensuring that pedestrians have unrestricted access to any public footpath located within the Venue, unless a closure has been agreed and advertised, and that vehicles do not obstruct any public footpath.
- d. Ensuring that only essential and/or agreed vehicles are onsite
- e. Ensuring that all the required utility services and provisions are arranged with relevant third parties and the Council is notified of such arrangements.
- f. Ensuring that no noise nuisance is caused to occupiers of properties surrounding the Venue or in the immediate area

- g. Ensuring that all unwanted liquids are removed from the Venue and not emptied into the sewage system or on the Venue
- h. Ensuring that the Event ends at the time agreed and that the Venue is fully cleared by a time and date specified on the event application form and agreed with the Council.

7. Maintaining the condition of the Venue

The Hirer is responsible for returning the Venue to the Council in the same state of repair as before the Event. This includes but is not restricted to:

- a. Removing all litter and refuse generated by the Event from the Venue during and after the Event
- b. Paying for any damage to any part of the Venue, any equipment or other property of the Council at the Venue whether or not it forms part of the hire.

8. Ensuring public health and safety

The Hirer is responsible for all safety aspects of the Venue before, during and after the Event. This includes but is not restricted to:

- a. Undertaking a written risk assessment and ensuring that all mitigating actions are implemented and communicated to all participants
- b. Ensuring that adequate toilet facilities are in place and, where necessary, providing at the Hirer's expense temporary toilets at a level recommended by the Council's environmental health officers
- c. Ensuring that all Information relating to caterers and food preparation is passed to the Council's environmental health officers prior to the Due Date
- d. Providing, where the Venue is to be used in the dark, appropriate lighting to cover all areas to which the public have access
- e. Obtaining approval from the Council for the use of generators and ensuring that any generators permitted are operated in a safe manner, are separated from the public, or are protected by suitable covers or barriers. All generators must be inspected and have a valid Electrical Safety Certificate. No petrol generators will be allowed on site without the prior written consent of the Council.
- f. Ensuring that appropriate safeguarding arrangements are in place in relation to children and vulnerable adults.

9. Prohibitions

The following are prohibited under all circumstances:

- a. The sale, exchange, or exhibition of
 - pornographic material
 - replica guns, baseball bats or other items which could be construed as offensive weapons
 - cigarettes or smoking equipment
- b. Use of glass drinking vessels.

The following are prohibited unless the prior written consent of the Council has been received:

- c. Sale or consumption of alcoholic drinks. Temporary event notices must also be obtained
- d. Exhibitions, performances or entertainments in which animals are or might be involved
- e. Highflying objects. Approval must also be approved from the Civil Aviation Authority and the local airport/s
- f. Fireworks or any article of an inflammable or explosive nature
- g. Games of chance, sweep stakes, lotteries or betting of any kind
- h. Commercial traders
- i. Release of balloons and lanterns
- j. BBQs.

10. Indemnity and Insurance

- a. The Hirer must accept liability for any loss, damage, injury or death whether to property or person(s) in the Venue.
- b. The Council is not responsible and will not accept liability for any loss, damage, injury or death regardless of how or by whom it is caused in the Venue.
- c. The Hirer must agree to 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.
- d. The Hirer must agree to take out Public Liability Insurance Cover or Third Party Risks - including products liability where appropriate - for a minimum of £5 million. For major events and all events on Broad Street a cover of £10 million is required.
- e. Proof of insurance cover must be supplied with all other required documentation with the application form.

11. Right of Entry

- a. Authorised Council officers or Members will be permitted entry to the Venue at all times during the period of hire.
- b. The Council reserves the right to refuse admission to or evict any person from the Venue.
- c. The Council reserves the right to fix a maximum limit for the number of people attending the event.

12. Broadcasting and television

- a. The Hirer may not carry out or allow to be carried out any commercial photography, filming, or any other recording during the Event without the prior written consent of the Council.
- b. If such consent is given, the Council reserves the right to be a party to the Terms and Conditions of any agreements reached and to share any income and publicity resulting from the Event.

14. Advertisements

- a. Advertising material must not be issued or tickets sold until a binding agreement to hire has been made and the hire fee has been paid.
- b. All advertising must have entry fees clearly displayed.
- c. No advertising material is to be displayed anywhere on the Venue or elsewhere in Oxford unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.
- d. Any contravention of these requirements will result in the Hirer reimbursing the Council for the cost of removing any such unauthorised advertisements.

15. Variations to Agreement

The Council reserves the right to vary the Conditions of the agreement between the Council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

SIGNED

NAME

ORGANISATION

DATED