

Hire Agreement



SUBJECT TO THE APPROVAL OF YOUR REQUEST, THE CONDITIONS OF HIRE MUST BE COMPLIED WITH WHEN HIRING LAND FROM DOVER DISTRICT COUNCIL. PLEASE READ, COMPLETE WHERE NECESSARY AND RETURN

TO: events@dover.gov.uk Your Proposed Event *(please complete all fields below)*

Event Name					(the Event)
Period of Hire	Start		End	)	(the Hire Period)
				)	
Event Date(s)	Start		End	)	)
Location of event	(the Venue)				

Applications

All applications for hire of Council land must be made by completing the Event Notification Form and by signing the Hire Agreement on the official templates. The person making the application will be deemed to be the responsible Hirer save that, where an organisation is named, that organisation also shall be considered the Hirer and shall be jointly and severally liable with the person who signs the documents. The application only becomes a booking when it is formally confirmed by Permission to Occupy, which shall be given by a Dover District Council Officer (the "Officer") in writing and the Council reserves the right to refuse any booking at its discretion.

The Conditions of Hire set out below should be read prior to completion and submission of this Hire Agreement and a copy retained by the Hirer.

Conditions of Hire

1.	INTERPRETATION	The parks and open spaces available to hire are owned/managed by Dover District Council (the Council) and parks and open spaces which are the subject of a particular hiring are referred to throughout these conditions as the Venue. Where these conditions refer to the Officer, this refers to the representative of the Council, who is appointed to act on behalf of the Council.
2.	STATUTORY REQUIREMENTS AND INSURANCE	The Hirer must not do anything that will or might constitute a breach of any statutory requirement affecting the Venue or that will or might wholly or partly vitiate any insurance effected in respect of the Venue from time to time.
3.	COUNCIL'S RIGHTS	The Hirer must not in any way impede the Council, or its officers, servants, contractors or agents in the exercise of their rights or the Council's possession and control of the Venue and every part of the Venue.
4.	RULES AND REGULATIONS	The Hirer must observe any rules and regulations the Council makes and notifies to the Hirer from time to time governing the Hirer's use of the Venue.
5.	CONDITION OF PROPERTY AND REMOVAL OF SIGNAGE	The Hirer must reinstate and clean the Venue if required following the Event and remove the Hirer's furniture, equipment, goods and other property following the Event. The Hirer must also remove any notices, signage and advertising displayed in connection with the event whether it is on the Venue or surrounding areas.
6.	LEGISLATION	The Hirer must comply with the Health and Safety at Work Act 1974, the Environmental Protection Act 1990, the Food Safety Act 1990, The Licensing Act 2003 and all other relevant statutory provisions that relate to the Hirer's use of the Venue for the Event.
7.	HIRE PERIOD	The Event must cease at the times specified in the Event Management Plan (unless agreed otherwise by the Officer in writing) and all clearing up operations must be completed by the end of the Hire Period. The property of the Hirer and the Hirer's agents must be removed at the end of the Hire Period and the Council accepts no responsibility for any property left on, at or within the Venue before, during or after the Hire Period.
8.	CHARGES	Payment of the Hire Charge and any Deposit must be made in full [28] days prior to the commencement of the Hire Period. If payment is not received the Council reserves the right to cancel the booking with immediate effect and no Permission to Occupy will be issued by the Council. The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc. over and above the Hire Charge for the Event. Additional equipment which is required will be by negotiation between the Officer and the Hirer and may be liable to charge and deposit. For a full list of costs for hire please go to: https://www.dover.gov.uk/Community/EventPlanning/Planning-Your-Event/Hiring-DDC-Land-for-your-Event.aspx
9.	DEPOSIT	The Deposit must be paid to the Council no later than [28] days prior to the commencement of the Hire Period and will be held by the Council throughout the duration of the Event. Following the conclusion of the Event the Deposit (less any deductions made in accordance with paragraph b below) will usually be repaid /returned to the Hirer within 28 days. If the Deposit cannot be returned within this timescale the Council will write to the Hirer setting out the reason for this delay.

		In the event of any damage or loss whatsoever being caused or incurred to; - the Venue, which shall include malicious damage, unintentional loss (e.g. the loss of keys) and other such similar incidents; or - the land and or any adjoining land owned by the Council, as a direct result of the Hirer's occupation and or use of the Venue, land and or adjoining land; then the Council will at its sole discretion and in all cases acting reasonably be entitled to use the Deposit to offset the cost of repairing, reinstating and or undertaking any works required to return these areas to the same or similar condition that they were in prior to the commencement of the Event and subsequently recover from the Hirer all additional sums required in excess of the Deposit and this additional cost shall be a debt due from the Hirer to the Council.
10.	CANCELLATIONS	(a) By the Hirer: In the case of a cancellation of a booking, the Hirer must inform the Council at the earliest opportunity to enable the Venue to be hired by another party. Cancellation must be made in writing to the Council Officer at events@dover.gov.uk. (b) By the Council: The Council reserves the right at any time to close or prohibit the use of the Venue at its discretion. The Council will not be liable for any loss or expenditure incurred by or on behalf of the Hirer or by or on behalf of any other person arising from the exercise of this discretion or from the cancellation of any booking by the Council. The Council will refund such fees paid as it considers reasonable in the circumstances. The Council has the right to cancel the hiring and to recover from the Hirer the amount of any loss resulting from such cancellation if the Hirer shall have offered or given or agreed to give to any person any gift or consideration of any kind or committed any offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.
11.	ASSIGNMENT	The Permission to use is personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred unless prior written consent has been obtained from the Council. The Venue shall not be used for any purpose other than that specified in and agreed upon in the Event Management Plan
12.	REFUSAL OF BOOKING	The Council reserves the right to: - Refuse any application for the hiring of a Venue without being required to give any reason for such refusal. - Cancel any booked event due to poor weather or unsuitable ground conditions. - Withdraw permission to use the Venue at any time up to and including the day of the Event. Failure to submit the required event documentation, which includes the event notification form, event management plan and risk assessment in line with the tier system for events at appendix 4 of the DDC events policy and payment 28 days before the commencement of the Hire Period may result in the Council refusing to hire the land and issuing Permission to Occupy. For events with payment already outstanding, the Council refuses to take further bookings.

13.	INDEMNITY	The Hirer will indemnify the Council against all losses, claims, proceedings, demands, costs, charges, expenses and damages whatsoever or howsoever arising out of or in connection with the use of the Venue under the provisions of this Hire Agreement, unless due to any act or neglect of the Council or any person for whom the Council is responsible. The use of the Venue or any part thereof is entirely at the risk of the Hirer who shall be liable for any claim in respect of: 1) Personal injury or death arising out of the booking except to the extent that the same is due to any act or neglect of the Council or any person for whom the Council is responsible; or 2) Loss of or damage to property whether real or personal and whether belonging to the Council or otherwise.
14.	INSURANCE	The Hirer must effect and maintain appropriate and adequate insurance against any and all of the aforementioned risks to the satisfaction of the Council with an insurer approved by the Council, including public liability insurance for the minimum sum of £5 million (£10 million for funfairs) throughout the Event and must provide evidence of the same upon request by the Council. Evidence of suitable insurances will be required before Permission to Occupy is granted.
15.	LOSS AND DAMAGE	The Hirer is liable for loss or damage to the Venue (including the land, hard and soft landscaping, buildings, fixtures and fittings and equipment made available by the Council), arising during or in connection with the hiring. Nothing shall be driven into or fixed or fastened to any part of the Venue or its furniture or fittings or equipment unless agreed by the Council in advance and the Hirer shall take every precaution to avoid damage to the same. The Hirer must pay the Council on demand the cost of repairing or making good any damage to the Venue or any part thereof (fair wear and tear excepted) arising out of or incidental to the hiring or for the loss of any equipment included in the hiring. Any heavy equipment to be used within the Venue must be identified on the application. No other heavy equipment may be used. The Hirer must ensure that any vehicle, generator or ride specially permitted on an area must have satisfactory measures in place to contain discharge of fuel or grease. If you use DDC supply of electricity, you will be expected to provide photos before and after the event of meter readings and will be invoiced for this following the event. In some instances, a DDC officer will check the site before & after the event, any changes in condition will be rectified at the expense of the event organiser & deducted from any deposit paid, if no deposit is paid, the monies will be invoiced to the event organisers.
16.	LICENCES, PERMITS AND OTHER PERMISSONS	The Hirer must obtain any additional permissions, consents or licenses required for the Event and submit copies, if requested, to the Council, and where necessary this shall include appropriate insurance (including £5 million public liability insurance (£10 million for funfairs)) for other users of the said Venue which are not covered under the Hirer's insurance.
17.	PERFORMING RIGHTS SOCIETY	The Hirer must advise the Performing Rights Society of any musical performance at the Event including live and recorded music.

18.	BROADCASTING & TELEVISION	The Hirer may not carry out, allow or permit to be carried out any professional photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the Hire Period without the prior written consent of the Officer.
19.	ADMISSION	The Council in exercise of its rights of possession and control of the Venue, reserves the right at its absolute discretion to refuse admission to or remove any person from the Venue of other Council land.
20.	CONSENT FOR EQUIPMENT, FURNITURE STRUCTURES AND TEMPORARY STRUCTURE VEHICLES	The Hirer must not bring onto the Venue any vehicles, equipment, furniture, structures or temporary structures or any ancillary equipment except as is provided for and detailed within the Event Management Plan or otherwise approved in writing by the Officer. A fire risk assessment will also need to be provided for any temporary structures.
21.	HEALTH AND SAFETY	The Hirer must undertake all necessary risk assessments for the Event and ensure that all participants and contractors comply and provide evidence of compliance with all relevant health and safety legislation, or any other guidelines relevant thereto at all times during the Event and while accessing, vacating, preparing and clearing the Venue for the Event. The Hirer must risk assess and record revised arrangements including any revisions made during the Event and or the Hire Period and ensure any controls identified are implemented. Where appropriate, the Hirer must provide at the Hirer's expense First Aid services at the Venue for the duration of the Event and demonstrate to the Council that an adequate plan is in place to deal with emergencies which may occur. For those providing the First Aid services, a current First Aid Certificate(s) must also be submitted. The Hirer must ensure there is a plan in place in the event of an emergency. This must include consideration of the methods of communication to site users and ensuring that emergency vehicles/personnel is maintained at all times. Welfare provision (including but not limited to toilets) should be provided by the event organiser inline with The Purple Guide recommendations.
22.	MAXIMUM NUMBERS TO BE ADMITTED	It is the event organisers responsibility to provide the maximum number of persons to be admitted to the Venue or the part there of being hired during the Hire Period and demonstrate in the risk assessment how this figure was reached and how capacity will be managed. This will be based on the type of event held, the demographic that will attend, means of escape/evacuation, stewarding levels etc. The ESAG will review the organisers proposal and raise any concerns.
23.	APPROPRIATE STAFF AND LICENCED SECURTY GUARDS	The Hirer must ensure they provide suitably competent and skilled staff to manage the Event during the Hire period and further ensure that all and any staff requirements that are detailed within the Event Management Plan are adhered to, including, where appropriate a fully trained and up to date licensed SIA security guard to be in attendance at the Venue for the duration of the Hire Period. No Permission to Occupy will be issued by the Council if the relevant up to date information and paperwork of the SIA trained security guard has not been submitted to the Council, within one week of the Council requesting it.

24.	COMMERCIAL TRADERS	No commercial traders will be permitted to trade at the event except those shown in the Event Management Plan that are licensed under trading conditions, including registered food businesses or otherwise approved in writing by the Officer. Commercial traders should, if required, be able to provide a copy of their Trade Waste Agreement to ensure they have the correct provisions in place.
25.	NUISANCE	The Hirer must not use the Venue in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Venue or any adjoining or neighboring property or to the owners occupiers or users of any adjoining or neighboring property and must not to do or permit to be done on the Venue anything which is illegal. Events which include entertainment shall be managed in accordance with provisions required under the Council's 'Event Planning: Noise'. This may include submission of a Noise Management Plan. For advice on nuisance aspects such as noise, dust, odour, light etc. contact Environmental Protection (envprotection@dover.gov.uk).
26.	MECHANICAL RIDES	In circumstances where the Council has agreed that mechanical rides may be taken onto the Venue, the Hirer must; - Supply full details of all rides prior to the commencement of the Hire Period and comply with and ensure that the operators of the rides comply with guidance published by the Health and Safety Executive, and all other statutory bodies; and - Ensure that each ride has a valid Independent Safety Certificate, details of which shall be produced to the Council for inspection within 1 week of being requested to do so and for the avoidance of any doubt no Permission to Occupy will be granted by the Council to the Hirer if the Independent Safety Certificate is not produced. - It is recognised that due to the nature of some events it is not possible to keep all areas in view of Dover District Councils CCTV unobscured. Where possible in order to support the commitment to public safety, every effort should be made to leave clear line of sight of the surveillance cameras with the site occupied. Any large vehicles, machinery and/or rides should be placed away from the CCTV to prevent unnecessary blind spots from occurring.
27.	ALCOHOL	The Hirer shall not take onto the Venue any intoxicating liquor nor permit any other person to do so unless previously agreed in writing by the events safety advisory group. Dover District Council has a Public Space Protection order in place across the district preventing consumption of alcohol in public spaces. No alcohol should be consumed on site without appropriate permission etc.
28.	FOOD SAFETY	Any food (including drink) provisions must be in compliance with the Food Safety Act 1990, Food Safety and Hygiene (England) Regulations 2013 and any other relevant legislation. The Hirer must ensure that any commercial food businesses are registered with a Local Authority. The Hirer must ensure that any food providers have access to portable water, a method of storing and/or disposing of wastewater and adequate methods of hand washing including hot and cold, or appropriately mixed water, soap and

		hygienic hand drying methods, for example, paper towel.
29.	SANITARY FACILITIES	The Hirer must provide at the Hirer's own expense any temporary sanitary facilities, including hand washing facilities, as shown in the Event Management Plan. Requests for the opening of public toilets near to the Venue outside of normal opening hours will be considered, if approved a charge will be incurred. Details of adequate sanitary facilities, including containment of wastewater, should be provided to the Local Authority.
30.	LIGHTING	Where the Venue is to be used during the hours of darkness the Hirer will provide appropriate lighting to cover all areas to which the public are admitted or have access provided that all flood lighting temporarily erected at the Venue shall be angled in such a manner so as not to shine into any window of neighboring properties thereby causing any nuisance or annoyance to the occupiers of such properties.
31.	COLLECTIONS AND LOTTERIES	The Hirer shall not hold or permit anyone else to hold at the Venue any collections (whether for charity or otherwise), games of chance, sweepstakes, raffles or lotteries or gambling of any kind nor sell or permit the sale of programmes, without the prior written consent of the Officer. The Hirer must ensure that the Hirer has appropriate permission and licenses in this regard.
32.	ANIMALS INCLUDING LIVESTOCK	The Hirer shall not bring onto the Venue nor permit to be brought onto the Venue any animal, live fish, bird or reptile (except guide dogs), unless specifically approved by the Officer in writing. The Hirer shall not permit or suffer any animal, live fish, bird or reptile to be offered or given as a prize in any raffle or competition, whether of skill or otherwise.
33.	ADVERTISEMENTS	The Hirer shall ensure that all event publicity signs/posters are displayed in accordance with the Town and Country Planning Act 1990 and the Town and Country Planning (Control of Advertisements) Regulations 2007. No flags, emblems, decorations, posters or advertisements shall be displayed inside or outside the Venue without the previous written consent of the Officer. Flyposting (The display of advertisements in contravention of the advertisement control regulations) is an offence incurring liability to a fine. Any Hirer wishing to display posters must first consult the District Planning Officer to find out whether consent is required.
34.	WASTE AND RECYCLING	The Hirer must remove or arrange for the removal of all litter, waste and recyclable materials arising out of the Event from the Venue and any surrounding site or area and meet all costs associated with such removal. All waste must be collected and disposed of in Accordance with any relevant legislation and proper practice.
35.	CAR PARKING	The Hirer shall not drive or park vehicles over or on the Venue nor permit anyone else to do so, other than as previously agreed with the Officer in writing. A cost may be incurred for any requested parking suspensions.
36.	KEYS	The Hirer must return all keys (if any) to the Council on the next working day following the Event.
37.	SERVICES	The Hirer must not connect to any electricity, water or gas supply on Council property without the prior written consent of the Officer.

38.	SITE VISITS	The Council reserves the right to allow officers of the Council, authorised staff, police and fire brigade officers free ingress and egress to all parts of the Venue, before, during and after the Hiring Period, to conduct site visits. The Hirer, his servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the Venue comply with all reasonable requirements of the Officer or authorized staff of the Officer.
39.	EVENT MANAGEMENT PLAN	1) The Hirer shall ensure the Event is carried out strictly in accordance with the Event Management Plan (as agreed with the Council) and these Conditions of Hire. 2) Any requests for alterations to an agreed Event Management Plan must be made in writing to the Council Officer and agreed by the Council Officer prior to any changes being implemented by the Hirer. 3) It is the Hirer's responsibility to ensure the Event is carried out as is described in the Event Management Plan. 4) Events which include entertainment shall be managed in accordance with provisions required under the Council's 'Event Planning: Noise'. This may include submission of a Noise Management Plan.
40.	COUNTER TERRORISM LEGISLATION IN REGARD TO EVENTS	Section 26 of the Counter-Terrorism and Security Act 2015 places a duty on certain bodies, in the exercise of their functions, to have "due regard to the need to prevent people from being drawn into terrorism". This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that local authorities ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views. Therefore, the hirer is not to use local authority resources to espouse violent and/or non-violent extremist views. The Government have defined extremism as "vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. We also include in our definition of extremism calls for the death of members of our armed forces."
41.	PERMISSION TO OCCUPY	Access to the Venue for the purpose of the Event will not be permitted until the Council has issued a Permission to Occupy letter.
42.	EVENT SUITABILITY	In all cases the Event must be suitable for family audiences and/or participants. In all cases, organisers of the Event must ensure that it will not cause discrimination (either directly or indirectly) or disadvantage and that equality issues have been taken into consideration in the preparation of the Event. Please see the Councils Policy for Equality and Diversity .
43.	PAYMENT	The Hirer must pay the Hire Charge and the Deposit to the Council at least [28] days in advance of the commencement of the Hire Period.
44.	COSTS INCURRED	Any costs incurred by the Hirer before the Permission to Occupy is issued are incurred at the risk of the Hirer and will not be reimbursed by the Council.
45.	OBLIGATIONS	The Hirer must comply with these Conditions of Hire and shall ensure that their servants' agents and contractors do so.

46.	ADDITIONAL CONDITIONS	The Council may add further specific written conditions in addition to the Conditions of Hire.
47.	VARIATIONS	The Council reserves the right to vary the content of these conditions at any time.
48.	INTERPRETATION	All references in these Conditions to 'writing' shall include communications by email.

By signing this Hire Agreement the Hirer agrees to be bound by the Conditions of Hire and confirms that the Hirer has read and understood them.

The Hirer agrees and declares that all information to be given by the Hirer to the Council in connection with this Hire Agreement is true to the best of their knowledge.

Name; or Organisation name; or Company name; or Charity name	
Signature	
Signature by one Director if Ltd Company	
Signature by Two Trustees if a charity	
Address	
Registered address if a company or charity	
Contact Telephone No	
Contact e-mail address	

If you have any queries regarding completing this form, please contact events@dover.gov.uk

Please keep a copy of these Conditions of Hire for your own records