

ALTON TOWN COUNCIL EVENTS HIRING TERMS AND CONDITIONS 2025

1. DEFINITIONS

'Agreement' means a hiring agreement entered into by the Council (1) and an Organisation / the Hirer (2) to hire the facilities subject to these conditions.

'Act of God' shall mean an event or series of events that are beyond the control of either party and includes weather patterns, or conditions that make the staging of the Event unsafe or untenable.

'Event' shall mean the Event and its description in paragraph 4 of the Events Booking Application Form.

'Hire' means the use of facilities by an agreement with the Council

'Hirer' means the person entering into the Agreement with the Council.

'Organisation' means any applicable club / association related to these conditions.

'Attendants' shall mean people invited, allowed or required by the Hirer or anyone else to attend, watch or take part in any Event at the Venue

'Venue' shall mean the venue disclosed by the Hirer in paragraph 3 of the Events Booking Form.

'Council' means Alton Town Council (ATC)

'EHDC' shall mean East Hampshire District Council

'Works' include all building and construction and earth moving and other preparations that involve alterations of a Venue for the Event to be conducted safely.

2. GENERAL CONDITIONS

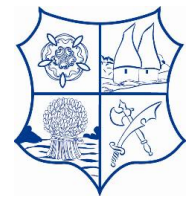
2.1 The Council reserves the right to approve or not approve any application or to impose further obligations on a Hirer than these Conditions. Any further obligation will be advised by ATC in writing. Failure by the Hirer to meet such obligations will be grounds for cancellation.

2.2 The Hirer covenants that they will obtain and forward to ATC the signed agreement by all its contractors and agents to the conditions contained within this document.

2.3 Where the Hirer intends to use equipment hired from a third party, the Hirer must not agree to terms with the third party that conflict with these Conditions.

2.4 The Hirer shall be directly responsible for the management of its employees, contractors and agents and for the actions of its employees, contractors and agents at all times while they perform services or work at the Event.

2.5 The Hirer acknowledges that they will disclose all relevant information requested by ATC in a full, frank and honest manner.



2.6 The Hirer must use their best endeavours to answer questions asked of them by ATC or ATC's Officers, whether in the Events Booking Application Form or otherwise.

2.7 The Hirer is responsible for the day to day running of the Event and will be responsible to the fullest extent possible for any breaches of the law or these Conditions by them, their employees and contractors, and for failures to manage crowds at an Event.

2.8 The Hirer shall (at the request of an ATC Officer) remove any persons from an Event if deemed necessary by the Officer to ensure public order at an Event. Such removal may include employees and sub-contractors of the Hirer.

2.9 The Hirer acknowledges the condition of facilities and land at the Venue and covenants that the Venue is fit and proper for conducting the Event. The Hirer by agreeing to these Conditions is deemed to have inspected the Venue for this purpose. The Hirer may prior to the Event request that Works be conducted to prepare the Venue for the Event, but ATC may in its absolute discretion approve or disapprove such a request. In no circumstances shall the Hirer conduct such Works without having received approval.

3. *HIRER'S RESPONSIBILITIES*

3.1 The Hirer shall conduct the Event in accordance with these Conditions and all liability issues shall be determined in accordance with these Conditions.

3.2 The conditions of hire set out below shall remain in force until such time that the hire period has been completed. Should the Hirer's representative cease to work or be employed by the Hirer before the hire period has been completed then the Hirer shall immediately advise ATC as such. The Hirer will immediately appoint a new representative and shall advise ATC who it shall be in writing; failure to do so shall be grounds for ATC cancelling the Event.

3.3 There must be sufficient Marshalls for the number of Attendants (guidelines dictate a minimum of 1 Marshall per 100 people).

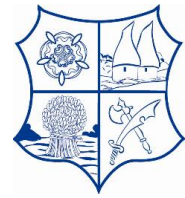
4. *BOOKINGS*

4.1 Organisations must make an application in writing on the Events Booking Form, at least four weeks before the date required for hire. ATC reserves the right to refuse any application for any hiring.

4.2 Any booking is provisional until all documentation is in place, at which time confirmation will be provided that the event can go forward.

5. *HIRING FEE*

5.1 The Council shall determine the hiring fee for use of facilities, which shall be made known to the Hirer on request or prior to acceptance of application by ATC. ATC reserves the right to alter charges, without notice, up to the time of confirmation of the booking by the Hirer. All hire charges are reviewed annually, and changes are implemented with effect from 1st April each year.



6. PAYMENT

6.1 The Hirer must make payment to the Council within 7 days of receipt of an invoice. Payment by BACS is preferred. Alternatively, cheques should be made payable to 'Alton Town Council'.

6.2 The Council may request a damage deposit from the Hirer in addition to the charges payable. This deposit will be repaid to the Hirer after the event subject to the Council's right to retain part or all of it under the terms of these conditions.

7. CANCELLATION BY HIRER

7.1 If a hire period is cancelled by the Hirer or organisation for any reason, other than an Act of God, the following booking cancellation fees will apply: -

20% One month prior to event

50% One week prior to event

100% Less than one week

The above charge will be levied irrespective of whether facilities are subsequently re-hired. In addition, any other payment which may have been made by ATC in association with the hire period will be levied against the Hirer. Notification of cancellation must be made in writing and received by ATC prior to the booking date.

8. CANCELLATION BY THE COUNCIL

8.1 The Council reserves the right to cancel any booking and to end the hire period at any stage by notice in writing.

8.2 The hiring fee already paid in respect of any period cancelled or terminated under 8.1 above will be refunded.

8.3 The Council will not be responsible for expenditure undertaken, or loss incurred, by the Hirer in connection with a cancellation or termination under 8.1 above.

8.4 The use of certain facilities during a hire period may be prohibited and/or varied by the Council at any time.

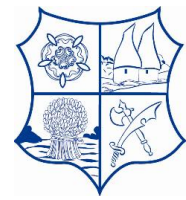
9. LIABILITY

9.1 The Council accepts no responsibility or liability for any damage or injury that may occur to:

- the Hirer and anyone not employed or engaged directly by ATC;
- Attendants;
- any property of the Hirer;
- the loss or damage to any property, articles or things whatsoever belonging to anyone;

except where the accident, damage, injury or loss has been caused through the negligence or act of the Council, or a Council officer in the course of their employment.

9.2 The Council may remove and store any property left by the Hirer or those persons who have attended an Event after the end of the hire period. If after receiving notice, the Hirer fails to collect



the property within fourteen days, ATC may dispose of the property without further notice to the Hirer.

9.3 The Hirer must ensure that the contents of clauses 9.1 and 9.2 are brought to the attention of all Attendants. Anyone using the facilities will be deemed to do so at their own risk, waiving all rights (if any) to claims against the Council in respect of any accident, damage, injury or loss for which the Council refutes any responsibility or liability under clause 9.1.

9.4 The Hirer agrees to indemnify, and keep indemnified, the Council against all proceedings, claims, costs, expenses and liabilities in respect of:

- any injury (whether fatal or otherwise) to any Attendants (whether using the facilities or not); and/or
- any loss of, or damage to the property of any Attendants (whether using the facilities or not)

arising from, or caused by, the hire of the Facilities by the Hirer.

10. INSURANCE

10.1 The Hirer must, at its own expense, take out third-party public liability insurance with an insurance company of repute to cover loss of or damage to property (whether ATC or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the hire period or in connection with it. The sum of public liability insurance will be not less than £10 million.

10.2 The Hirer will provide to the Council, as soon as possible after signing the Events Booking Form and no later than 14 days prior to the Event, copy documents of the relevant insurance policy or certificate by way of confirmation that this insurance has been arranged.

10.3 The Hirer is notified that the Council's insurance does not extend to property brought onto the venue in connection with the hire, in respect of fire, theft, loss or any other damage. The Hirer should make separate insurance arrangements in respect of such matters.

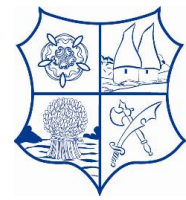
10.4 The Hirer shall on demand pay to the Council the reasonable amount incurred by ATC in repairing or replacing as appropriate (together with the ATC administration fee of 10% of the repair or replacement cost) for any damage to the grounds and landscaping or other contents caused by the Hirer or Attendants. The Council, whose decision shall be final, shall certify the amount of such damage.

10.5 The Hirer shall ensure that its contractors and agents are insured under the same insurance standards and requirements as outlined in 10.1 to 10.3, but with their public liability being no less than £5 million. If it can be classed as a 'dangerous activity' or ATC feels there is good reason, ATC may request that their Public Liability is no less than £10 million. ATC will inform the Organiser in writing if this is the case and their decision is final.

11. NOISE POLLUTION

11.1 At any Event, the Council has a strict NO NOISE curfew after 11.00pm and before 7.00am, this includes music, PA announcements, the movement of vehicles and the setting-up and clearing away of events. Times may differ if premises licence dictates or is a condition imposed by ATC.

11.2 At all venues the noise level must not cause a statutory noise nuisance. This would be assessed at the nearest noise sensitive premises.



11.3 All reasonable steps must be taken by the Hirer to mitigate the noise from all music, and to comply with noise limits. Hirers of Events 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 of the Event.

11.4 The Hirer must ensure that all generators and associated equipment are fully serviced, fitted with efficient silencers and sound proofed as necessary. Generators and associated equipment must be sited as far as possible from houses.

11.5 Noise pollution is a serious issue and there are penalties under laws and Council by-laws for Hirer's who continue to cause nuisance. The Hirer shall provide a mobile telephone contact for ATC at all times when the Event is taking place. This should be included on your booking application form. If the number changes it is the responsibility of the Hirer to notify ATC.

12. FIRST AID

12.1 The Hirer is responsible for ensuring that appropriate first aid cover, health services, and required first aid equipment are always available throughout an Event. This must include an appropriate number of first aid certified personnel in relation to the expected number of persons attending and consideration should also be given to a higher level of cover dependent upon the activities undertaken.

12.2 For events with over 500 attendees a recognized CQC registered first aid service provider will be required.

12.3 The location of first aid services shall be made known to patrons of the Event by signage or by other appropriate means. A First Aider must be in attendance and they must have the means to call the Emergency Services.

12.4 In the Event of accident, incident and/or injury, the Hirer will at once take appropriate action.

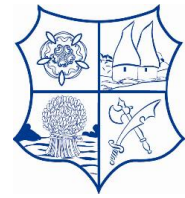
12.5 All first aid treatments, incidents and emergencies must be recorded in accordance with Health and Safety legislation.

13. CD's, RECORDS AND PERFORMANCE – COPYRIGHT INFRINGEMENT

13.1 The Hirer shall not play or permit to be played gramophone records, compact discs, radios or tape recorders at a venue or perform any work, which will infringe the rights of any third party intellectual property.

13.2 The Hirer shall obtain beforehand all proper licences in respect of such broadcasts or performances. For further information contact PPL PRS about The Music Licence on (0800) 1822005 or at <https://pplprs.co.uk/>.

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



14. ALCOHOLIC DRINKS / LICENSABLE ACTIVITIES

14.1 The Hirer shall not sell or provide alcohol at the venue during the hire unless agreed by ATC in writing and where all necessary licences have been granted.

14.2 It shall be the Hirer's sole responsibility to have obtained all required licences for the sale of alcohol and to ensure that any sale or consumption of alcohol at an Event is lawful and falls within applicable regulations and guidelines.

14.3 If the Hirer fails to meet its obligations under 15.1, the Hirer shall be solely responsible and will meet any penalty imposed by the Courts.

14.4 The Hirer shall ensure that no third party serves alcohol at the Event except with the express approval in writing from an Officer of ATC. Approval shall only be forthcoming if the Hirer has the third party sign these Conditions and only on furnishing documentary evidence of compliance with this condition 15.

14.5 The Hirer shall contact EHDC for a Temporary Event Notice (TEN) if they want to carry out a 'licensable activity' on any unlicensed premises and a copy of this must be supplied to ATC. Full details can be seen here <https://www.gov.uk/find-licences/temporary-events-notice>. Licensable activity includes:

- selling alcohol
- serving alcohol to members of a private club
- providing entertainment, such as music, dancing or indoor sporting events
- serving hot food or drink between 11pm and 5am

15. CATERING - FOOD AND BEVERAGES

15.1 It shall be the Hirer's sole responsibility to comply with all Food Hygiene legislation.

15.2 The Hirer shall not cause a nuisance from odours, litter or noise and will be responsible for the removal of any refuse generated from their catering facility.

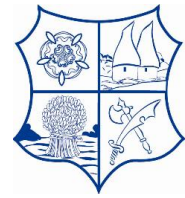
15.3 All catering units must supply a detailed risk assessment including information regarding personal hygiene, food safety training undertaken, details of Level 1 or Level 2 Certificate in food hygiene (as appropriate), cleaning and storage facilities.

15.4 The Council prefers clean energy such as solar powered electricity as part of its desire for events in Alton to be carbon neutral. The council understands that currently this may not be possible due to cost and manufacturing and therefore permits the use of generators at events.

15.5 Open flame BBQ's and fires are not permitted.

16. CHARITABLE COLLECTIONS

16.1 The Hirer shall not hold, or permit to be held any charitable collection, other than one that has been agreed by ATC in writing and where any necessary permits have been granted.



17. SWEEPSTAKES, RAFFLES, LOTTERIES & OTHER GAMBLING

17.1 Other than that permitted by law and in accordance with local licencing requirements (Licencing Authority is EHDC) the Hirer shall not hold, or permit to be held any sweepstakes, raffle or other lottery at the venue during the hiring.

18. ILLEGAL SALE OF GOODS & OFFERING OF PRIZES

18.1 The Hirer shall be responsible for ensuring that the sale of goods or services (including prizes offered) is done in a lawful manner, and that the goods or services are themselves lawful.

18.2 The following is a list of some prohibited goods as designated by ATC:

- (a) The sale or gift of live animals, birds, fish and reptiles is prohibited.
- (b) The sale or gift of real or replica guns, knives and all other weapons are prohibited.
- (c) The sale or gift of illegal items is prohibited.

19. ANIMALS AT EVENTS

19.1 Any event that includes the use of performing animals is prohibited.

19.2 On a case by case basis the Council may consider granting permission for the use of such animals which are normally regarded as domesticated in the United Kingdom (i.e. horses, dogs, cats, birds used in falconry demonstrations, caged birds and rabbits) and are being used as an ancillary part of a performance or in conjunction with a recognised governing body event (i.e. Kennel Club, British Horse Society) so long as the hirer can demonstrate that RSPCA welfare standards are being adhered to at all times whilst on site.

20. ADVERTISING (NO FLY POSTING)

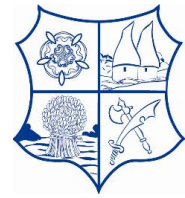
20.1 Prior to the erection of signage for an Event, such rights must be negotiated with the owners of the property concerned. Signage must be reasonable and appropriate for publicising the Event and shall not use offensive depictions, words, or graphics. An Officer of the Council may request removal of offending signage, and on request the signage shall be removed by the Hirer.

20.2 Fly posting on the highway and on Council property within ATC boundaries is illegal. Certain types of Event official direction signing via the RAC/AA may be accepted. For further details contact Hampshire County Council.

21. DUTY TO REMOVE RUBBISH

21.1 Due to obligations under the Environmental Protection Act, ATC must pursue all precautions to retain the site in a litter free state. It is the responsibility of the Hirer to collect and remove rubbish from the site at the end of the hire period.

21.2 The Council DOES NOT provide waste disposal services for any events unless agreed beforehand in writing and all costs are met by the hirer. The hirer is responsible for the removal of



all waste generated at their event from the site at the end of their event. It is not permitted to use Alton Town Council on site litter bins or to stack up waste next to the bins.

21.3 A refundable deposit of £250 may be taken by the Council at the time of booking for all events with anticipated attendance of over 500 people. If the site is left, clear of waste at the conclusion of the event your deposit will be returned. If the site is not left clean, tidy and litter free the cost of additional site cleaning services will be charged against the deposit, and any remaining deposit will be returned.

22. HEALTH AND SAFETY

22.1 The Hirer must ensure compliance by them and all their Contractors and Agents with the Health and Safety at Work Act 1974 and any and all subsequent or subordinate regulations made under the Act, together with all duties within the Management of Health and Safety at Work Regulations 1999, Provision and Use of Work Equipment Regulations 1998 and the Workplace (Health, Safety and Welfare) Regulations 1992.

22.2 The Hirer shall submit the Risk Assessment Form as soon as possible and no later than 14 days prior to the first day of the hire period / event. The findings of the Risk Assessment must be complied with.

23. TEMPORARY SERVICES

23.1 Please note that not all Council sites have access to water and/or electricity. If you wish to request either, please discuss your requirements in advance of making your application with the events team. Any request must be approved by Alton Town Council in advance of confirmation of your event and a charge will be levied for such provision.

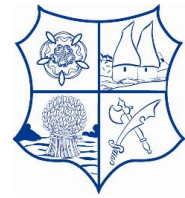
23.2 It is the responsibility of the organiser(s) to satisfy themselves that all electrical equipment in use during an Event is safe, has been tested in accordance with and complies with the requirements of the Code of Practice for In-Service Inspection and Testing of Electrical Equipment as issued by the Institute of Electrical Engineers. <https://www.hse.gov.uk/electricity/faq-portable-appliance-testing.htm>

23.3 Any damage caused to the Council's equipment will be charged to the hirer.

24. PUBLIC CONVENIENCES

24.1 Where the Council considers the size of an Event requires the provision of additional temporary conveniences, these shall be provided by the Hirer at the Hirer's expense who shall ensure that they are always maintained in a clean condition to the reasonable satisfaction of ATC throughout the duration of the Event.

24.2 The Hirer cannot rely solely on Public Toilets on/near the site as they cannot be guaranteed to be open/in working order.



25. OFFICIAL VEHICLES

25.1 No official vehicles will be permitted on to the Council's land in connection with the Event unless included in a list supplied by the organiser to ATC at least fourteen days before the Event and approved. The Council may at any time indicate that some or all of the vehicles included on such a list may not be admitted on to the site should it appear that ground conditions are unsuitable.

25.2 Throughout the Event all vehicles on the site must remain stationary within the area designated for the parking of such official vehicles.

26. EXHIBITED VEHICLES AND MACHINERY

26.1 The Hirer shall supply on the Event Booking Form the details of any proposed types of vehicles and machinery to be displayed as part of the Event and such vehicles and machinery shall only be stationed on areas agreed for their display by ATC. Unless special arrangements are agreed with ATC no exhibited vehicles and/or machinery shall be driven or moved from the areas allocated during the course of the Event.

27. FAIRS AND RIDES

27.1 The Hirer must provide current copies of the Engineers Equipment Inspection Certificates (ADIPS) for all equipment and machinery entering the site as soon as possible, but no less than 14 days prior to arrival on site.

27.2 Daily records of equipment inspections must be available for scrutiny by ATC at any time whilst on site.

28. BOUNCY CASTLES AND INFLATABLES

28.1 Although popular, inflatable units, including bouncy castles, fly walls and bungees can be extremely dangerous if operated incorrectly. All inflatable units must be operated in accordance with the Health and Safety Executive Guidance Note
<http://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>

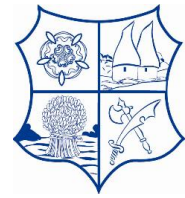
28.2 Bouncy castles and inflatable attractions will not be insured by Alton Town Council, and any organiser wishing to have a bouncy castle at their event will need our permission.

28.3 Serious incidents have occurred where inflatables have collapsed or blown away in windy conditions.

Copies of the following need to be provided as soon as possible and no later than 14 days prior to the event:

- a) Risk Assessment
- b) Public Liability Insurance (minimum £10,000,000)
- c) PIPA tag or ADiPs DoC (you may be risking people's safety if the inflatable doesn't have one of these).

28.4 The Hirer shall ensure that operating practices and procedures as set out in the Health and Safety Executive's Code of Practice for Fairgrounds and Amusement Parks, (HS(G) 81 refers), are adopted as minimum operational standards.



28.5 Sufficient competent and trained adult supervisory personnel must be provided at all times when in use to ensure the safety and control of participants and members of the general public.

28.6 The number of children using the bouncy castle must be limited to the number recommended in the hire company's safety instructions. There must be no overcrowding.

28.7 All participants must be made to remove footwear, hard or sharp objects such as jewellery, buckles, pens and other similar pocket contents. Eating while bouncing or performing acrobatics must not be allowed.

28.8 Only inflatables built to the current British Standard (BS EN 14960) will be permitted. Hirers must ensure that the Annual Inspection Certificate is submitted to ATC as soon as possible and no later than 14 days prior to the event.

28.9 The Hirer warrants to ATC that:
the Hirer and their contractors will operate all equipment in accordance with the Health and Safety Executives Guidance Note and Code of Practice and clauses 28.2 – 28.7 above.

29. FIREWORKS, HELIUM BALLOONS & PAPER LANTERNS POWERED BY TEALIGHTS

29.1 The release of fireworks, helium balloons and paper lanterns powered by tealights are not permitted on ATC land as part of an event or hiring due to environmental and health and safety concerns.

30. BONFIRES AND BBQS

30.1 Bonfires and open flame BBQ's are not permitted on ATC land as part of an event or hiring.

31. BREACH OF CONDITIONS

31.1 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 hiring.

31.2 In the event of the Hirer breaching any of the conditions of hire, the Council may at its own discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges, including cancelled future bookings.

32. GOVERNMENT RESTRICTIONS

32.1 The hirer will be responsible for ensuring that they comply with any Government regulations or restrictions in place during their event.