

# General terms and conditions of use of Isle of Wight Council amenity land and for events involving public participation

The Amenity Land Hire Application must be completed, submitted to and agreed by Isle of Wight Council at least one month prior to the Event taking place

The Hirer undertakes with Isle of Wight Council (“the Council”) as follows:

## Hire charges

To pay to the Council the hire charge for the Site and if applicable the cancellation fee.

Council hire charges are detailed annually in the Isle of Wight Council approved Scale of Charges for Hire of Amenity Sites published at <https://www.iwight.com/council/OtherServices/Financial-Management/Financial-Planning1>

A cancellation administration fee will be charged at the rate of 20% of the hire charge for any booking which is cancelled within one month or less of the date of the Event

The period of hire is the period required by the Hirer for use of the Site for the purpose of holding the Event. The hire period includes the time taken for setting up and closing and the Event itself

## Pay for Services

To pay for all electricity and water and any other service used on the Site during the period of hire where such services are available. The Council shall issue to the Hirer an invoice detailing such usage within 28 days after the Event

## Key/s for vehicle access

To pay a £50 refundable deposit for each key on collection of the key/s from the Council.

Where a key/s is/are required to enable vehicle access to the Site, such key/s can be obtained from the Council’s Commercial Services Department at County Hall, Newport, Isle of Wight PO30 1UD

The deposit will be refunded after the Event has ended and the key/s has/have been returned to the Commercial Services Department

## Permission required for vehicle access and protection of children

If vehicle access to the Site is required, to apply to the Council’s Commercial Services Department at County Hall, Newport, Isle of Wight PO30 1UD for permission for vehicle access on to the Site BEFORE THE EVENT starts.

If there is a Children’s Play Area on the Site-specific attention must be given to the protection of children and the installation of “Heras Fencing” or similar fencing around the Children’s Play Area where vehicles are allowed on to the Site.

When applying for permission for vehicle access the Hirer must include in the Risk Assessment mentioned in clause 17 a speed limit at a maximum of 5 miles per hour and that any vehicle(s) must display hazard lights at all times and full details of how vehicle access will be managed and children will be protected on the Site during the entire period of hire on the Site

## Reinstatement

The Hirer shall be responsible for the full cost of reinstatement of the Site and buildings, fences or other structures on the Site or adjacent to the Site if any damage occurs to the Site, buildings, fences and/or other structures on or adjacent to the Site as a result of the holding of the Event, including as a result of any setting up or closing down of the Event.

A £500 deposit (or such other amount as the Council's Administrative Officer or representative requires) shall be payable by the Hirer to the Council before the Event takes place to cover the cost of reinstating the Site and/or structures in the event damage occurs to the Site and/or structures during the period of hire. In the event no damage occurs during the period of hire the entire deposit will be returned to the Hirer. Where damage occurs and the cost of reinstatement is less than £500 the amount of the deposit which is not expended on reinstatement shall be returned to the Hirer. Where the cost of reinstatement exceeds £500 the Hirer shall pay to the Council on demand the additional money needed to enable full reinstatement of the Site and/or structures. No interest is payable on any deposit held.

The Hirer and the Council's Administrative Officer (or other representative or relevant officer) shall inspect the Site prior to and after the Event for the purpose of evidencing the condition and cleanliness of the Site. It shall be the responsibility of the Hirer to claim any refund or deposit after the post Event inspection of the Site and the Site has been cleared to the Council's satisfaction

## Site use

To use or permit the use of the Site for the purpose of staging the Event only. A site plan must be provided showing the location of the facilities proposed to be available during the Event

When using the site services/utilities for an organised event, the Hirer must ensure that the equipment being used is in good condition and safe to use. Where necessary the Hirer must provide the Council with a copy of the appropriate safety testing certificates.

## No obstruction

Not to park or permit any parking on emergency access ways to and from the Site

## Admittance fee application

Not to charge the public an admittance fee for access to the Event unless the Council has previously approved in writing the closure of the Site to enable the charging of an admittance fee and the Council has approved the level of fee to be paid by the public.

Where an admittance fee is to be charged the Hirer must apply to the Council for closure of the Site and approval of the level of admittance fee at least 2 months before the date of the Event. If the Council approves the closure of the Site and an admittance fee, it will be the responsibility of the Hirer to obtain the Council's Closure Notice for the Site and written approval of the admittance fee

Subject to Council approval being given, if the Hirer intends to charge for admission to the Event the Council's Closure Notice must be displayed by the Hirer at every entrance to the Site for a minimum of 7 days before the Event takes place in order to inform the general public of the proposed closure of the Site

## Posters etc prohibited

The display of advertising materials within the boundaries of the Site is permitted subject to compliance with planning regulations

The indiscriminate display of posters or other advertising material within the Isle of Wight is prohibited. If the Hirer wishes to display advertising or any other publicity material the Hirer is encouraged to make use of the community poster boards which are managed externally. Contact details for permission to use the boards are available at:

<http://www.iwight.com/Council/OtherServices/Posterboards/Posterboards>

## Keep site clean and litter free

To keep the site in a clean and litter free state at all times throughout the period of hire and to ensure all accumulation of litter, waste and rubbish derived from the Event is entirely removed from the Site on a daily basis or as frequently as may be agreed by the Council's Administrative Officer or representative

To completely remove all litter, waste and rubbish from the Site at the end of the Event or before the end of the period of hire whichever shall be the later.

To be responsible for the cost of clearing all litter, waste and rubbish from the Site during and after the Event. If necessary, the Hirer shall be responsible for the provision of additional waste bins through a registered waste contractor.

Public bins must not be used or allowed to be used for disposing of waste derived from the Event and in the event they are so used the Hirer shall be liable for the cost of emptying the bins

The decision as to the satisfactory cleanliness of the Site rests solely with the Council's Administrative Officer or representative and the Council reserves the right to clean the Site and charge the Hirer for the cost of such cleaning. Failure to comply with this clause may result in the Hirer being liable for costs relating to the clearing and cleaning of the Site

## Toilet facilities

Where there are insufficient or no public conveniences available to meet the needs of the public at the Event at the Hirers own expense to provide adequate and suitable toilet facilities for the Event. The Hirer shall place such additional toilet facilities in a location to be agreed with the Council

Where there are toilet facilities available the Hirer must before the Event advise the local Town/Parish Council of this fact and the Hirer shall be liable for any costs incurred by the local Council for unscheduled cleaning of toilet facilities

## No dangerous use etc

Not to use the Site or any part of it for any activities which are dangerous, offensive, noxious, illegal, or immoral or which may become a nuisance to the Council or the owner or occupier of neighbouring property

## Bonfires/fireworks

Where the Hirer intends to hold a Bonfire Celebration to notify the public by advertisement at least 7 days before the Event. No bonfire materials may be placed on the Site more than 3 days before the Event takes place.

Not to use or permit to be used more than 10m x 10m of the Site for bonfires. A detailed site plan must be included with the Event application form

Where the Hirer intends to hold any Event featuring the discharge of fireworks, to notify the public by advertisement at least 7 days before the Event. No fireworks may be placed on site more than 3 days before the Event commences.

No fireworks are to be left unattended on site.

Any fireworks to be used on site must comply with all relevant British Standards of safety and manufacturing quality and must be purchased or obtained from an authorised seller.

Any fireworks must only be controlled, operated, and discharged only by authorised and qualified pyrotechnicians.

The Hirer must liaise with the Council's Administrative Officer and Isle of Wight Fire Rescue Service and comply with any requirements (whether statutory or otherwise) determined by either or both of the aforementioned authorities in respect of the Event or the conduct thereof. This shall include but not be limited to any requirements as to additional insurance cover, the safety of any persons attending the Event, additional ground protection measures and any other requirements commensurate with the nature of the event.

No animals shall be allowed on any Site during the period of hire of any Site upon which an Event featuring a bonfire or fireworks is to take place. The Hirer shall put in place all necessary measures to the satisfaction of the Council's Administrative Officer and Isle of Wight Fire & Rescue Service to prevent animals from being present on Site during the period of hire.

To be responsible for the suitable preparation of any bonfire site, including the careful lifting, safe storage, and watering of turf before and during the Event and the careful relaying of turf as soon as possible after the Event. Removal of all debris, thorough preparation for the relaying of turf and the relaying of turf must be carried out in close liaison with and to the satisfaction of the Council's Parks Officer/Inspector in order to observe the correct procedure to ensure the long term survival of the turf

## No animals without Council consent

Not to bring on to the Site or any part of it any animals without the prior written consent of the Council. The Council will not permit on any Council owned land any circus or similar show which includes any performance by or the use of any domestic or wild animals and the giving of goldfish or any other animals as prizes at fun fairs, fetes and similar shows is strictly prohibited

## Mechanical rides or apparatus/Inflatable structures

To give the Council prior written notice of the Hirer's desire to provide mechanical rides or apparatus or any inflatable structures on the Site for use by the general public

At the Hirer's expense to have the rides and/or apparatus and/or inflatable structures inspected by a suitably qualified engineer approved by the Council and to produce to the Council before the Event a copy of such engineer's Certificate of Inspection unless the inspection has been carried out by an engineer appointed by the Council which inspection shall also be at the Hirer's expense

If any rides, apparatus or inflatable structures are declared unsafe by the engineer they must not be used and must be immediately dismantled and removed from the Site

## Permissions required for traders

Where appropriate to the Event, to ensure all traders, including food and drink vendors, which desire to trade at the Event on the Site have (in addition to any Street Trading Licence already held by such traders) obtained written permission to trade at the Event on the Site from the Isle of Wight Council Licensing Department Environmental Health at Jubilee Stores, The Quay, Newport, Isle of Wight PO30 2EH (telephone number 01983 821000) before the Event takes place

Where appropriate to the Event to obtain or ensure the following are obtained and produced to the Council before the Event takes place:

All Public Entertainment, Performing Rights: PRS for Music collects and distributes licence fees for the use of musical compositions and lyrics on behalf of songwriters, composers and music publishers, Phonographic Performance Licences: PPL Collects royalties on behalf of the music business from individuals or groups using recorded music in public. Further information can be found at [www.prsformusic.com](http://www.prsformusic.com) and any other necessary consents

A Premises Licence or Temporary Events Notice under the Licensing Act 2003

All other necessary consents and licences that may be appropriate

Advice can be obtained from the Council's Licensing Department, contact details as above

## Compliance with legislation etc

At the Hirers own cost to ensure compliance, your event will need to be fully compliant with the current legislation, all relevant statutes, regulations and byelaws and any recommendations of relevant suppliers of electricity, gas, water, sewage, telecommunications and other services and utilities to and from the Site

Please be advised that all amenity land hire applications must be accompanied by a comprehensive risk assessment, it is no longer a requirement to supply a specific COVID 19 risk assessment, however as the organiser you may still wish to consider COVID-19 as a part of your risk assessment. Further information relating to holding a Covid secure event can be found on the Isle of Wight Councils website: [www.iow.gov.uk](http://www.iow.gov.uk) under Licensing Services:

<https://www.iow.gov.uk/Business/Licensing/Licensing-Major-Events/Events-Covid-Secure>

To ensure the health, safety and welfare of all competitors, participants, spectators, organisers, officials, employees, volunteers, contractors and any other persons throughout the period of hire on

the Site and shall ensure compliance with Planning and Building Regulations requirements, the Health and Safety at Work Act 1974, the Management of Health and Safety Act 1999, any other relevant legislation, the requirements of the Health and Safety Executive and shall have in place (as appropriate) the following:

- Site plan (see clause 6)
- Risk Assessments
- Fire and emergency procedures
- Manual Handling Assessment
- Accident Incident and Dangerous Occurrence Reporting Procedure
- First Aid facilities
- Food Hygiene Regulations
- COSHH Assessments

A full list of activities to take place at the Event must be submitted with the Hirer's application. without these details the hirer's application cannot be processed. Copies of the above shall be supplied to the Council's Administrative Officer or representative not less than 1 month before the event

## Insurances and indemnity

At the Hirer's own expense to effect and maintain throughout the duration of the period of hire public liability insurance with an indemnity of not less than £10 million for any one claim with a reputable insurance provider AND not less than 1 month before the Event takes place to produce a copy of such insurance policy and evidence it is in force to the Council's Administration Officer or representative. The Hirer shall notify the Council's Administrative Officer or representative as soon as possible but no later than within 7 working days of any claim, demand or proceedings and shall supply such particulars or details thereof as the Council shall reasonably require

At the Hirer's own expense also throughout the period of hire to insure against loss of or damage to the property and effects of the Hirer, his/its sub-licensees, contractors, sub-contractors and agents and against death, injury, loss or damage suffered by persons employed by any of them or to their property and effects and against any consequential loss suffered by them

Not to do or permit anything to be done which will or might breach any necessary consents relating to the Site or which will or might vitiate in whole or part any insurance effected by the Hirer or the Council in respect of the Site

The Hirer hereby indemnifies and shall keep indemnified the Council, its officers, employees, agents and contractors throughout the period of hire from and against all and any liabilities, losses, claims, demands, actions, proceedings, damages, costs and expenses whether arising directly or indirectly out of or in the course of the use and occupation of the Site by the Hirer and/or the Organisation

## Exclusion of liability and warranty

Isle of Wight Council shall not be liable for any death/injury to any person or damage to any property or for any losses damages loss or expenses or other liability to the extent it is lawful for Isle of Wight Council to exclude or restrict liability and the Council gives no warranty that the Site is suitable for the holding of the Event

## No tenancy

The Hirer agrees and acknowledges the Hirer occupies the Site as a Licensee of the Council and no landlord and tenant relationship is created, the Hirer's licence to occupy is personal to the Hirer and non-assignable and the Council retains possession and control of the Site at all times

## Cancellation

The Council has the right to suspend, control or cancel the Event at any time during the hire period where in the reasonable opinion of the Council any situation or action or event occurs, or any circumstances arise which are outside the Council's control, which may constitute a danger to public safety including the safety of persons who may attend or are present at the Event OR the Hirer is in breach of any terms and conditions of this Hire Agreement

If for whatever reason the Event is cancelled or suspended during the hire period the Council shall owe no liability to the Hirer or any other persons or bodies for any loss which may occur as a consequence of cancellation or suspension and the Hirer shall owe no liability to the Council in respect of his/its future obligations under these terms and conditions AND this Hire Agreement shall forthwith end (but without prejudice to the rights of either party against the other in respect of any claim accrued under this Hire Agreement before the cancellation or suspension of the Event)

In the event of cancellation or suspension by the Council it will refund the hire charge mentioned in clause 1 to the Hirer within 28 days of the date of cancellation or suspension

## Comply with Council Instructions

To comply with any instruction given by Council Officers relating to any matter concerning the use and protection of the Site during the entire period of hire

## Balloon and Lantern Releases

No deliberate release of balloons into the open air will be promoted or permitted

No sale or promotion of any Mylar or other non-latex or metallic balloons will be permitted

Any balloons which are filled with lighter-than-air gas should not be attached together; should be self-tied; and all attachments (including string) shall be biodegradable

No release of sky lanterns, framed or otherwise are permitted

## Inflatable Bouncing Devices

The use of hired inflatable bouncers from a supplier for use on Council premises, the Council's Insurance Department request that you as the hirer are made aware of the following:

- the Council cannot accept liability for the Hirer's (your) negligence should it be proved.
- and that if anyone using the equipment should suffer a loss or injury then a claim may well come against you as the 'Organiser' or hirer
- you may like to consider getting your own Public liability insurance to cover yourself in such an eventuality

You will be issued with the Council's Indemnity form:

the said Organiser hereby agrees to indemnify Commercial Services/the Isle of Wight Council, their employees, servants or agents, from and against all liability for personal injury (whether fatal or otherwise), and/or loss or damage to property, and any other loss or damage arising from the users' negligence, unless caused by the negligence of Commercial Services/the Isle of Wight Council, it's employees, servants or agents.

Ensure that the Hire Company:

- Fully complies with the Health and Safety Executive Guidance Note PM76 - "The Safe Operation of Inflatable Bouncing Devices" (this important guide deals with all aspects of safety);
- Employs suitably experienced and trained adult personnel, where the Company are responsible for setting up, operation and supervision of the bouncy castle;
- Provides written evidence of a current Public Liability Insurance Policy with a Limit of Indemnity of at least £10 million. This insurance is to cover the liability of the Hire Company. It is unlikely to extend to cover the hirer of the equipment.

If you are to operate the bouncy castle, in addition to Items 1 and 3 above, ensure that you are provided with written instructions about the safe setting up, operation and supervision of the equipment, and that the name and address of the manufacturer or supplier is clearly marked upon it.

Safety Instructions:

- Children should not be allowed to use the bouncy castle if there is a high wind or in wet weather (inflatables can flip over and slippery surfaces may cause injury);
- The castle must be adequately secured to the ground;
- Soft matting covering hard surfaces must be placed adjacent to the front or open sides;
- There should be responsible adult supervision, paying close attention to the children at play at all times during its use;
- 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;
- A rota system for different age or size groups should be operated together with the observance of any age limit of users (it is suggested that children over 10 years of age should not use the equipment);
- All children 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.

For further details please contact Commercial Services on 01983 821000 or else email on [commercial.services@iow.gov.uk](mailto:commercial.services@iow.gov.uk).

## General Data Protection Regulation Statement - GDPR

The Isle of Wight Council is the data controller for the personal information you provide. The council's Data Protection Officer is the Head of Legal Services and Monitoring Officer and can be contacted at [dpo@iow.gov.uk](mailto:dpo@iow.gov.uk) You can contact the council by phone on 01983 821000, or by writing to us at County Hall, High Street, Newport, IW, PO30 1UD.



Your information will be used to allow the Council to administer your amenity land hire application to use a Council owned or managed site. In accordance with Data Protection law, the legal basis for this for the performance of a task carried out in exercise of official authority. Your information may be shared with other council departments and external bodies including the Police for the purposes of processing your application.

We will keep your personal data for 1 year or as long as we are required to do so under relevant legislation or in accordance with our operational requirements. You can view our retention schedule by visiting [www.iwight.com/documentlibrary/view/retention-policy-2011](http://www.iwight.com/documentlibrary/view/retention-policy-2011)

For further details on how your information is used; how we maintain the security of your information; and your rights, including how to access information we hold on you, and how to complain if you have any concerns about how your personal details are processed, please visit [www.iwight.com](http://www.iwight.com) or email [dpo@iow.gov.uk](mailto:dpo@iow.gov.uk).