Bishop's Stortford Town Council (BSTC)
Sworders Field/Bandstand
Terms and Conditions of Booking and Hire 2024

If the HIRER is in any doubt as to the meaning of any of the following points, the Chief Executive of Bishop's Stortford Town Council should be consulted immediately.

1. Bishop's Stortford Town Council, hereafter referred to as BSTC, gives permission for hire as landowner only.

2. The HIRER should ensure they have sufficient public liability insurance and send a copy of this to BSTC prior to their event taking place/use of the field.

3. The Hirer must obtain further permissions/licences from the relevant authorities: It is the Hirer's responsibility to obtain all necessary licences to enable the planned event to take place. A list of the most frequently needed permissions/licences are listed below, however please note this is not a comprehensive list:-

   - **Temporary Event Licence**
   - **(Street) Collection Licence**
   - **Alcohol Licence**
   - **Leaflet Distribution Licence**
   - **Market Traders Licence**
   - **Performing Rights Licence**
   - **Registration with environmental health (catering)**
   - **CAA licence for balloon releases**
   - **Registration with Safety Advisory Team (encompasses all of the emergency services)**

   These can be obtained, in most cases, through East Herts District Council. The Hirer is also recommended to study the Event Safety Guide produced by the Health and Safety Executive which can be downloaded free of charge from the website www.hse.gov.uk Just search for Events Safety Guide in the search box in the top right hand corner.

   Please visit: http://www.eastherts.gov.uk/safeevents and contact: East Herts District Council 01279 655 261.

4. It is the HIRER's responsibility to ascertain if they require a music licence for their event. For further information, please contact PPL phone 020 7534 1070 web www.ppluk.com. In some cases a PRS licence is also required.

5. The HIRER should send a copy of the licences acquired for their event to BSTC prior use of the field/bandstand.

6. The HIRER is required to check the date(s) and time(s) listed on their booking confirmation(s) and must sign and return this to BSTC within 7 days. BSTC will not be held liable for any consequential loss arising from a change of date/time or cancellation for whatever reason.

7. The HIRER shall, during the period of the hire, be responsible for the supervision of the area and will be held responsible for any damages, changes of any sort and the behaviour of all persons using the area, whatever their capacity. In the event of the discovery of any damage to the field, the hirer shall immediately notify the Chief Executive, irrespective of whether the damage occurred prior to or during the hiring period.

8. When driving through the park/across Sworders Field the HIRER must drive slowly: 5 mph whilst displaying the vehicle(s) hazard lights.

NOISE MANAGEMENT

9. The playing of music to cease daily by 23:00 hrs. All noise levels to be contained within the criteria laid down in BS 4142.

10. Under no circumstances will noise that constitutes a statutory nuisance be permitted.

11. The Event should be set up in a way to minimise the disturbance to neighbouring properties in Castle View (to the South) and immediately beyond the railway line.

    The organiser is expected to comply with the following:
    a. Wherever possible the event should be held at the North end of the field near the zip-line.
    b. The orientation of any stage/speakers should be set up so the noise is directed towards Castle Gardens, i.e. away from dwellings.
    c. The volume must be set at the lowest level consistent with the principal purpose of the event. In most cases music is provided as 'background' and levels should be adjusted accordingly.
    d. The use of full bass on the amplifier and loud speakers should be avoided; it should be noted that sound will carry for a very long way, and the bass beat can be particularly intrusive for neighbouring properties.
    e. The Hirer should refrain from excessively and/or repetitive loud shouting/singing and encourage guests to leave as quietly as possible.

12. Where large music events are being organised the Hirer may be required to have a noise management team in place. The Hirer should submit, for approval, a noise monitoring and reduction plan at least 3 months before their event.

13. Should there be complaints about noise, BSTC may require the Hirer to lower the offending noise or turn off the offending equipment.

14. **TOILETS:** The Hirer may be requested to provide at his/her expense temporary sanitary accommodation for the number of people attending the event, having due regard for the nature of the event. **The HIRER should contact East Herts District Council to agree these requirements.** The supervision of the temporary toilets is the responsibility of the Hirer. BSTC will not be liable for any damage.

15. **HELIUM BALLOONS/CHINESE LANTERNS:** The HIRER is not permitted to use or sell helium balloons or Chinese lanterns or allow any other trader/shall holder to do so.

16. The HIRER will not create or cause any nuisance or damage to the ground or of any property owned by BSTC. At the close of the hire period, the HIRER will leave the ground in a clean and tidy condition. THE HIRER shall indemnify BSTC for the cost of repair or any damaged caused to any part of the property on Sworders Field, including the curtilage thereof or the contents which may occur during the period of the hire as a result of hiring.

17. **DAMAGE DEPOSIT:** The Hirer will pay BSTC a key/damage deposit of £500. Any such deposit will be repaid within 30 days following the period of hire. In the event of lost keys or damage to the area during the period of the hire, including the curtilage thereof, the Hirer shall indemnify the Trust for the cost of replacement or repair.

18. **POSTERS:** The Hirer shall not fly-post any bill or advertisement in connection with the event – this is an offence. If fly-posting is carried out in connection with the hire, BSTC reserves the right to cancel the hire and remove the offending posters at the Hirers expense. If any advertising of the event is to be exhibited this should be at authorised locations only.

19. The HIRER will indemnify BSTC against all actions, claims, damages or injuries arising from the use of Sworders Field/Bandstand, howsoever these are caused.

20. **EXTREME WEATHER:** If extreme weather conditions are experienced prior to, or during the event, BSTC reserves the right to place grass areas out of bounds to the Hirer/relocate the event elsewhere on the field. If, in the opinion of BSTC, Sworders Field cannot be used without the possibility of extensive damage to the turf (due for example to inclement weather) or for any other reason, permission may be withdrawn at very short notice. The liability of BSTC will be to refund the hire fee only, no liability for consequential damage (or any other liability other than the hire fee) will be accepted and the hirer acknowledges and accepts this condition.

21. In some circumstances, ie. safety reasons or other legitimate reasons of public interest, BSTC may impose conditions specific to the hire to preserve the amenity of the field for other users. If such action is necessary, these conditions will be notified in writing or by email. Should these conditions be violated permission to use the field may be

withdrawn at very short notice. The liability of BSTC will be to refund the hire fee only, no liability for consequential damage (or any other liability other than the hire fee) will be accepted and the hirer acknowledges and accepts this condition.

22. **VEHILCLE BRIDGE:** The recommended loading capacity on the vehicular bridge, which is situated at the entrance to Sworders Field, is 16.16 tonnes, with a maximum single axle of 10 tonnes. By agreeing to the hire, the hirer confirms that vehicles (if any) will produce less than this loading.

23. **LOCKING OF GATE:** The HIRER will ensure that the gate situated on the Link Road Bridge will be locked no later than one hour before evening performances, and the gate will remain locked for the duration of the hire (thus not allowing unauthorised vehicle entry to Sworders Field).

24. **ANIMALS:** BSTC bans the giving of live fish, animals or birds as prizes.

25. BSTC reserves the right to change hiring conditions and fees from time to time or cancel an event on the grounds of safety concerns.

26. THE HIRER shall not use the field for any purpose other than that described in the hiring agreement. The field shall not be sub-hired, used for any unlawful purpose of in any unlawful way. No materials shall be brought onto the grounds which may endanger the grounds and the users of any insurance policies in respect thereof. The consumption of alcoholic liquor thereon without written permission is strictly forbidden.

27. **BOUNCY CASTLES/INFLATABLES:** Inflatables can be used on Sworders Field, however, it is the responsibility of the Hirer to ensure that all inflatables are adequately secured and that all possible steps are taken to avoid injury to persons or damage to property. The Hirer MUST also ensure that their contracted supplier has adequate public liability insurance. BSTC shall not be liable for any resulting injury or damage whatsoever arising out of the use of such equipment.

28. **BEHAVIOUR:** Aggressive, violent or other unacceptable behaviour towards BSTC staff or other users of the venues will not be tolerated, and instigators will be barred from using BSTC venues and any remaining booking(s) will be cancelled without refund.

29. THE HIRER shall comply with all conditions and regulations made in respect of the venue by the Fire Authority, Local Authority, and the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

30. **CANCELLATION:** A notice period of 7 days is required if the HIRER wishes to cancel their booking, if less than 7 days' notice is received and BSTC is unable to conclude a replacement booking, a refund of the fee shall be at the discretion of BSTC.

31. BSTC reserve the right to cancel any booking(s), including any regular block bookings, at its discretion should there be any reason to do so, and 7 days' notice to the hirer of the cancellation. BSTC will not be held responsible for any loss of earnings/monies due to the cancellation of these bookings.

32. In the event of any part of the field or bandstand being rendered unfit for the use for which it has been hired, BSTC shall not be liable for any resulting loss or damage whatsoever.

33. THE HIRER shall comply with the General Rules governing the use of the venue, as supplied.

34. THE HIRER shall, if selling goods on the field comply with Fair Trading Laws and any local code of practice issued in connection with such sales.

LITTER AND DEPARTURE

35. At the end of the hire, (and in some longer events, daily) the Hirer shall be responsible for leaving the field/bandstand and surrounding area in a clean and tidy condition; the field/bandstand and surrounding area is to be clear of all litter and refuse on completion of the Event. The Hirer is responsible for the spread of any litter from the venue that is directly attributable to the event. The Hirer may employ its own agents to carry out the collection of litter. The Hirer shall ensure that the field/bandstand and surrounding area is regularly litter picked and that sufficient bins are made available. BSTC shall be at liberty to make an additional charge if this is not carried out.

36. Any damage caused to the grass or trees as a direct result of the event will be charged to the Hirer. The cost of the repair shall be determined by BSTC and shall be non-negotiable.

37. INCREASE OF FEES: BSTC reserve the right to vary the hiring fees from time to time on notice being given.

38. It is the Hirers responsibility to ensure they are up-to-date with and comply with the Government's Covid-19 guidance/legislation. The Hirer should provide BSTC with a copy of their risk assessment.

BANDSTAND ELECTRICTY

39. The Hirer **MUST BOOK AND PAY FOR THE ELECTRICAL SUPPLY FROM THE BANDSTAND** prior to hire/use. **Only ONE POINT/CONNECTION PER HIRER** is permitted unless otherwise specified/arranged with BSTC.

    Hirer will need to provide a 16 amp commando plug.

There is a metal cabinet next to the bandstand. The socket in the bollard is a 16 amp commando socket (female). The Hirer is required to provide a 16 amp male commando plug (one connection per hirer only unless otherwise arranged/authorised with BSTC).

39. Hirers MUST only use electrical equipment that it is in good condition, weatherproof and suitable for outside use. All electrical equipment (other than low voltage, battery operated equipment) must have a valid up to date PAT test certificate (dated within the last 12 months). Other evidence proving that equipment has been appropriately tested will also be considered.

40. Hirers must not plug in any electrical devices that are not suitable for a 240v/230v bollard with a 16 amp socket.

41. Adequate length cables/extension leads and cable coverings are required and should be supplied and installed by the Hirer. Distribution of electricity within the specified area is the responsibility of the Hirer. The Hirer must ensure that trailing cables do not present trip hazards or any other hazard and are suitably protected and at a safe height. Alternatively, the Hirer should cover any cables with cable covering. The cable covering should lie flat and cover the entire length of the electric cable.

42. Hirers must not make any alterations or additions to the electrical wiring and fittings of the electrical bollard.

43. Hirers must contact BSTC immediately if there is a problem with an electrical bollard. Hirers must not attempt to re-activate a bollard if the circuit breaker has cut the electrical supply.

44. An electrical bollard key may be needed and arrangements for collection should be made. The Hirer will be required to pay a refundable £50.00 cash deposit and should be paid to BSTC on collection. The Hirer will be liable for the costs of any replacement keys and may result the loss of this deposit.

45. The field and or bandstand is NOT to be used by any group, persons, or speakers in support of any extremists ideology.

46. In the event where there is a reputational risk to BSCC CIO, BSCC CIO have the ability to withdraw from the contract and cancel the hirers booking(s). BSCC CIO will not be held responsible for any loss of earnings/monies due to the cancellation of these bookings and shall not be liable for and consequential loss arising from this.

BSTC Reserves the right to change these hiring Terms and Conditions from time to time.