

TERMS & CONDITIONS FOR THE USE OF CENTRE SQUARE

1 DEFINITIONS

- 1.1 “**Conditions**” means these booking conditions, which shall form the contract between the Council and the Hirer.
- 1.2 “**Council**” means Middlesbrough Council.
- 1.3 “**Due Date**” means 6 weeks prior to the date of the Event.
- 1.4 “**Event**” means the purpose for which the Venue has been booked as set out in the Event Application Form attached to this Contract.
- 1.5 “**Hirer**” means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person. Only on receipt of written confirmation of the application can the facility be used.
- 1.6 “**Site Manager**” means the authorised person who will be present during the event.
- 1.7 “**Event Manager**” means the authorised person who is organising and co-ordinating the event.
- 1.8 “**Venue**” means the location (the public space) booked for the Event.

2 REFUSAL OF BOOKING AND CANCELLATION

- 2.1 The Council reserves the right to refuse any application for the hiring of the Venue.
- 2.2 The Council reserves the right to withdraw permission to use the Venue. However, the Council will be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation. Without limitation to the provisions of this clause, the Council may withdraw the right to use the venue and terminate this contract and recover any sums due to it if any gift, incentive or favour has been offered or shown or where any offence has been committed under the Prevention of Corruption Acts 1889-1916 or section 117 of the Local Government Act 1972.
- 2.3 Cancellation by the Hirer of a booking must be in writing and the effective date will be the receipt of such information by the Council’s Festivals and Events Team.
- 2.4 Substitution and amendments of the nature of the booking must be notified in writing to the Festivals and Events Team which reserves the right to cancel the booking.
- 2.5 The Council accepts no responsibility for the non-arrival by the Due Date of application forms, remittances, or cancellations.

3. EMERGENCIES

- 3.1 The Council shall have the right to cancel any booking forthwith in the event that the Venue is affected by an emergency of any kind.

4. USE OF THE VENUE

- 4.1 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the Event. The Hirer shall further ensure that the Council’s obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are adhered to.
- 4.2 The Hirer shall remove all litter and refuse generated by the Event from the Venue.
- 4.3 The Hirer must at all times take good care of the Venue and will be responsible for any damage to the site or any part of it or any equipment or other property of the Council which forms part of the hire.
- 4.4 The property of the Hirer and the Hirer’s agents must be removed at the end of the period of hire or by a time and date to be agreed with the Festivals and Events Team. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 4.5 If the Hirer fails to perform any of its obligations set out in Clauses 4.1: 4.2 and 4.3 above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.
- 4.6 The Hirer is responsible for the administration, organisation, running and complying with the Licence for the event and for having sufficient stewards and officials to fulfill these Conditions. A named Site Manager should be nominated and will be expected to be present and contactable for the duration of the Event.
- 4.7 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 4.8 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed at the Venue without the prior written consent of the Council.
- 4.9 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment provided by the Council, or other traffic management agencies, is not moved and shall maintain the integrity of the closure.
- 4.10 The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 4.11 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Festivals and Events Team.
- 4.12 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.
- 4.13 The Hirer shall ensure all vehicles must be kept off grassed areas unless written permission from the Festivals and Events Team is given and vehicles must not be driven across the grass or metal plates.

- 4.14 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 4.15 Proposed funfairs and fairground rides must be agreed with the Festivals and Events Team. Where the Council has agreed that the Venue shall be used for a funfair then the Hirer shall supply full details of all side shows and rides prior to the due date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication Fairgrounds and Amusement Parks, Guidance on Safe Practice published by the Health and Safety Executive and all other statutory requirements. All contracts for fairground rides at events will be drawn up by the Council and shall be the subject of a separate agreement. Execution of the present contract by the Council does not imply agreement to the use of the Venue for a fun fair.
- 4.16 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue. Advice can be sought from the Council's Environmental Protection (Noise Team) 01642 728667.
- 4.17 The Venue will be occupied, used and vacated in accordance with the times specified in the booking form and agreed with the Festivals and Events Team.
- 4.18 The Council reserves the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Festivals and Events Team.
- 4.19 The sale of alcohol is a licensable activity under the Licensing Act 2003. The ability to sell alcohol is only available in exceptional circumstances and with the written agreement of the Festival and Events Team.
- 4.20 The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved unless agreed by Middlesbrough Council.
- 4.21 The Hirer will not permit the operation or release of any highflying object without the prior written consent of the Council and the Civil Aviation Authority. The flying of powered model aeroplanes is not permitted on grounds of public safety, unless authorised by Middlesbrough Council.
- 4.22 It is the responsibility of the Hirer to liaise with the Council's Principal Engineer of Transport and Design and Cleveland Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Service Director of Transport and Design and Cleveland Police regarding traffic management.
- 4.23 The Hirer agrees that where the Venue is to be used in the dark then he/she will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 4.24 The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.
- 4.25 The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barriers, so as to prevent access by members of the public. **NO PETROL FUELLED GENERATORS ARE TO BE USED.**
- 4.26 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Council.
- 4.27 Where marquees are erected for an Event the organisers must conform to the recommendation of the Cleveland Fire and Rescue Service, Fire Prevention Advice Note No. FP/32 Tents and Marquees, and any such other requests as the Fire Officer or Council determine.
- 4.28 The use of any public address system at the Event must be first agreed by the Council and must be operated so as not to cause a noise nuisance in breach of clause 4.16. The Hirer must obtain any necessary Licences.
- 4.29 Any event that involves the provision of regulated entertainment is licensable under the Licensing Act 2003. Regulated entertainment is:
- The performance of a play – Monday to Sunday 10am-11pm
 - Exhibition of a film – Monday to Sunday 10am-8pm
 - An indoor sporting event
 - Boxing or wrestling entertainment
 - Performance of live music – Monday to Sunday 10am – 11pm
 - Any playing of recorded music – Monday to Sunday 10am – 11pm
 - Performance of dance -Monday to Sunday 10am – 11pm
 - Similar entertainment to live music, recorded music or dance Monday to Sunday 10am – 11pm
- The provision of facilities for regulated entertainment will need either a premises License or a Temporary Event Notice. Please contact the Licensing Authority Office on 01642 728011 for details at the earliest opportunity.
- 4.30 Middlesbrough Council is now the premises licence holder for a number of parks and public spaces within Middlesbrough. These licences came into effect on 24th November 2005 and are for certain types of regulated entertainment only. Due to these new laws, a number of parks and public spaces now have set conditions relating to noise levels. The hirer must contact the Festivals and Events Team to enquire as whether these conditions apply to their event. If these conditions apply to the location chosen by the hirer, in order to comply with them it is the hirer's responsibility to provide the Council with a noise management scheme, identifying all the activities that incorporate sound together with a site plan. If deemed appropriate by the Council's Environmental Protection Team, it is the hirer's responsibility to have an onsite noise consultant to monitor the noise levels.
- 4.31 The Hirer shall repay to the Council on demand the cost of reinstating, repairing, replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring arising out of the negligence of the Hirer, its employees or its agents.
- 4.32 The Hirer shall at all times comply with its obligations under all applicable statutes, regulations, directives and other legislative provisions including but not limited to the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Health & Safety at Work

Act 1974 and the Data Protection Act 1998. A copy of Middlesbrough Council's code of conduct on Harassment and Discrimination is enclosed.

- 4.33 The Council reserves the right to continue to provide existing services (whether these services are provided by direct provision or by a voluntary organisation) at the Venue.

5 RIGHT OF ENTRY

- 5.1 Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire.
- 5.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 5.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

6 ASSIGNMENT

- 6.1 The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

7 PROHIBITION

- 7.1 The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking including, but not limited to, catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of the Council. The Council does not permit car boot sales events to take place at this venue.

8 BROADCASTING AND TELEVISION

- 8.1.1 The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of Event during the period of hire without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and the terms and conditions of any agreements reached and to share any income and publicity derived there from.

9 ADVERTISEMENTS

- 9.1 No advertising material may be issued nor tickets sold until such time as a binding agreement to hire has been made.
- 9.2 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

10 FLY POSTING

- 10.1 No advertising material is to be displayed anywhere at the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

11 PERMITS AND LICENCES

- 11.1 The Hirer shall ensure that any licence, permit or other consent that may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking.
- 11.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- 11.3 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence (e.g. Premises Licence), permit and/or licences or consent issued in respect of the Venue. Contact the Licensing Section on 01642 728011.

12 HEALTH AND SAFETY

- 12.1 The Hirer agrees to undertake a risk assessment for the Event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant all times during the Event and while preparing and clearing the Venue for the Event.

13 INDEMNITY AND INSURANCE

- 13.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the Venue, except where caused by the negligent act or omission of the Council or its agents, servants or employees.
- 13.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and shall be liable for any loss, damage, injury or death caused by the negligent act or omission of the Hirer, its agents, servants or employees or third parties under the Hirer's control and direction.
- 13.3 The Hirer shall 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, except where caused by the negligent act or omission of the Council or its agents, servants or employees.
- 13.4 The Hirer shall take out Public Liability Insurance Cover or Third Party Risks [including products liability where appropriate] for a minimum of £5 million (five million pounds) and produce evidence of such insurance.

- 13.5 Before instructing any exhibitor, ground entertainer, sub-contractor, caterer, or any other individual participant to appear at the event, the Hirer must have sight of an up to date Public Liability Insurance Policy at such level as may be required by the Council.
- 13.6 Failure to provide proof of insurance cover as required under clause 13.4 and failure to ensure that any individual participant of the Event have adequate proof of insurance prior to the Due Date, will lead to cancellation of the Event.
- 14 CATERING**
- 14.1 All caterers at the Event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer. Please contact the Food Safety Team on 0800 013 6001 to check that all caterers have been registered with a local authority.
- 15 TRADERS**
- 15.1 No commercial traders will be permitted to trade at the Event [without the prior written consent of the Council]. Any event with stalls selling goods to the public requires a Consent from the Licensing Section 01642 728011. A fee is payable for the Consent.
- 16 COLLECTIONS OR LOTTERIES**
- 16.1 No collections, games of chance, sweep stakes; lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Council.
- 16.2 The collection of cash, by public donation, is not permitted unless the organiser is licensed to do so. No buckets or open containers will be allowed for this purpose, only sealed, coin collectors boxes will be permitted. Applications for licences must be made to Middlesbrough Council's Licensing Section 01642 728011. Any collection must be for a charitable purpose if any licence is to be considered.
- 16.3 The sale of raffle tickets and the operation of tombolas are permitted, without licensing, provided that the draw for the prize is made on the same day before the close of the Event. When the draw is made at a later date, the raffle/lottery must be licensed. Applications for licences must be made to Middlesbrough Council's Licensing Section 01642 728011.
- 17 PROPERTY NOT REMOVED**
- 17.1 The Council may remove and store any property that is left by the Hirer at the Venue after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the hiring not claimed within 28 days. The proceeds of sale of which shall be the Council's.
- 18 VARIATIONS TO AGREEMENT**
- 18.1 The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time with at least 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.

THIS COPY MUST BE RETAINED BY THE EVENT ORGANISER