

Terms and Conditions for Hirers of The Ham

Dittisham Parish Council owns and maintains The Ham and the Ham Car Park on behalf of the Parish of Dittisham. It is the sole authority to grant or deny permission for any activity held on The Ham. Organisations or individuals seeking to use The Ham must obtain such permission stating the purpose and type of activity The Ham is requested to be used for.

The Parish Council reserves the right as owners of The Ham to add, remove or modify the following Terms and Conditions at any time. It also maintains discretionary powers to intervene at any time prior to or during an event in order to control event proceedings or cause the event to cease or be postponed.

The Ham will normally be hired in part only, the area for the event being designated by the Parish Council prior to the event taking place.

These Standard Conditions apply to all hiring of The Ham. If the Hirer is in any doubt as to the meaning of the following, the Parish Clerk should immediately be consulted.

1. Age and Responsibility

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of the activity and on The Ham at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of The Ham are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of The Ham, its care, safety from damage however slight or change of any sort; and the behaviour of all persons using The Ham whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the Car Park and the lane (Ham Lane) leading to the Car Park and ensure reasonable public access to both the Ham and the Ham Car Park is maintained during the event. As directed by the Parish Clerk, the Hirer shall make good or pay for all damage (including accidental damage) to The Ham or to the fixtures and fittings thereon.

3. Use of The Ham

The Hirer shall not use The Ham for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use The Ham or allow The Ham to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto The Ham anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

Vehicles

Private and commercial vehicles shall not be allowed onto The Ham at any time except when used for transporting equipment and materials for an event or unless they are an integral part of the event. Additionally, access will only be permitted if surface conditions on The Ham are considered suitable at the time. All vehicles shall be removed from The Ham immediately they have offloaded or loaded their equipment and/or materials.

4. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to The Ham in contravention of the law relating to gaming, betting and lotteries.

5. Licensable activities

The Hirer shall ensure that a relevant Performing Rights Society Licence permitting the use of copyright music or plays in any form, e.g. record, compact

disc, tapes, radio, television or by performers in person is in place if this type of activity will be engaged in during the hire period.

6. **Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of The Ham by the Local Authority, the Licensing Authority, the event Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

7. **Means of escape**

All means of exit from The Ham must be kept free from obstruction and immediately available for instant free public exit.

8. **Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat must be refrigerated and stored in compliance with the Food Temperature Regulations.

9. **Powered appliance safety**

The Hirer shall ensure that any electrical or other powered appliances brought by them to The Ham and used there shall be safe, in good working order, and used in a safe manner, in the case of electrical appliances these must be used in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

10. **Insurance and indemnity**

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of The Ham including the fixtures and fittings
- (ii) all claims, losses, damages and costs made against or incurred by the Parish Council, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of The Ham (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the Parish Council, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of The Ham by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Council and its employees, volunteers, agents and invitees against such liabilities.

(b) The Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Parish Clerk no later than 14-30 working days prior to the event. Failure to produce such policy and evidence of cover will render the hiring void and enable the Parish Clerk to rehire The Ham to another hirer.

The Parish Council is insured against any claims arising out of its **own** negligence.

11. **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Parish Clerk **as soon as** possible. Any failure of equipment belonging to the Parish Council or brought in by the Hirer must also be reported to the Parish Clerk **as soon as possible**

12. **Explosives and flammable substances**

The hirer shall ensure that highly flammable substances are not brought onto, or used on any part of The Ham.

13. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to The Ham and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on The Ham or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the legal age for service of alcohol of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave The Ham. No illegal drugs may be brought onto The Ham.

14. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 or its amendment and that only fit and proper persons who have passed the appropriate Criminal Records Bureau Disclosure and Barring Service checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities other checks which might be required by the government at the time. The Hirer shall provide the Parish Clerk with a copy of their CRB checks and Child Protection Policy on request.

15. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at The Ham, and shall indemnify and keep indemnified each member of the Parish Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

16. Sale of goods

The Hirer shall, if selling goods on The Ham, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

17. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Parish Clerk is unable to conclude a replacement booking, any repayment of the fee shall be in accordance with the provisions of the document entitled "Fee Schedule for Hire of The Ham". The Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the Parish Council reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at The Ham as a result of this hiring
- (b) The Ham becoming unfit for the use intended by the Hirer
- (c) a disaster requiring use of The Ham for Emergency purposes.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

18. End of hire

The Hirer shall be responsible for leaving The Ham and surrounding area in a clean and tidy condition, properly secured unless directed otherwise. In case of non-compliance, the Parish Council shall be at liberty to withhold all or a part of the Damage Deposit and Hiring Deposit Fee or make an additional charge for the purpose of rectification.

19. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of noise limitation devices and comply with any other licensing conditions.

Music

In particular, music must be controlled at a reasonable noise level at all time during the event and no music, live or recorded shall be played after 11PM without express permission of Dittisham Parish Council.

Fireworks

The letting off of fireworks must have prior permission from Dittisham Parish Council and shall not be let off after 11PM unless specifically authorised by the Council. Firework displays must have full insurance cover verified by the Parish Clerk at least 14 days prior to the event and public notification of the display and its timing must be posted by the event organiser, at the organisers expense, at least 7 days prior to the event taking place. There are Notice Boards in the Ham Car Park and on The Level opposite the Red Lion public house. Contact the Parish Clerk for access. In addition, the Parish Council requests that information slips should be posted in the mailboxes of the properties on the following roads:

- Riverside Road
- Ham Lane
- The Level
- Rectory Lane
- Manor Street
- The Lane

20. Stored equipment

The Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at The Ham, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Parish Council may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the Hirer to dispose of any property brought on to The Ham for the purposes of the hiring.

This may result in the Parish Council disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charging to the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

21. No alterations

No alterations or additions may be made to The Ham nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of The Ham without the prior written approval of the Parish Clerk. Any alteration, fixture or fitting or attachment so approved shall become the property of the Parish Council unless removed by the hirer who must make good to the satisfaction of the Parish Council any damage caused to the premises by such removal.

22. No rights

The Hiring Agreement constitutes permission only to use The Ham and confers no tenancy or other right of occupation on the Hirer.

23. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

These Standard Conditions together with any Special Conditions imposed by the Parish Council and defined on the Ham Hire Agreement or any other terms and conditions that the Parish Council may from time to time deem necessary shall form part of the terms

DITTISHAM PARISH COUNCIL Terms & Conditions for Hirers of The Ham

of the Ham Hire Agreement unless specifically excluded by agreement in writing between the Parish Council and the Hirer.