

South Highton Parish Council
2. General Conditions of Use and Hire of the Hollow Recreation Ground

CONDITIONS OF USE AND HIRE

Throughout these conditions the expression "The Council" shall mean: South Highton Parish Council. The expression "authorisation and/or authorised" shall mean the written authorisation of the Council, following consideration at an appropriate meeting of the Council. The "event organiser" shall mean the applicant signing the Application (Form 1). The "site" shall mean the playing field(s) identified in the Application and the "event" shall mean the event applied for in the Application.

NOTE: It is the responsibility of the event organiser to ensure that any appropriate notice and information required under these conditions is given to the Parish Clerk at least 14 days in advance of the Parish Council meeting where authorisation/permission is to be considered.

- a) **Site Use and Damage** – The event organiser is responsible for any damage to the site and should cancel an event if adverse weather preceding the event has made the site unfit. The Council also reserves the right to cancel an event due to adverse weather conditions. If significant damage is caused to the site due to the event being held the Council reserves the right to claim the cost of any necessary restoration of the site from the event organiser and/or the group/organisation holding the event. The event organisers should seek to ensure that anyone attending an event is respectful of the site and its surroundings taking due care that their actions are mindful of its natural and community value.
- b) **Representation on Site** – The event organiser, or an authorised and nominated named representative of the event organiser aged over 18, must be on site at all times during an event and it is their responsibility to ensure that all relevant conditions are met.
- c) **Roadside Advertising** – The erection of advertising at The Hollow is not permitted. If the Council has authorised the erection of a banner the event organiser shall be responsible for obtaining any other permissions that may be required and complying with the Banner/Advertising Policy and Requirements (see Form 5). The Council reserves the right to remove or require the removal of any advertising for which permission has not been given.
- d) **Risk Assessments, Insurances and Public Liability** – It is the event organiser's responsibility to ensure that all relevant and required risk assessments are undertaken and appropriate insurances obtained prior to an event. Public event organisers must arrange £2m public liability insurance for the period of hire and must produce a copy along with an appropriate risk assessment to the Parish Clerk.
- e) **Permits and Relevant Licenses** – It is the event organiser's responsibility to ensure that all required permissions and licences are obtained from relevant authorities prior to an event.
- f) **Vehicle Access, Parking and Control of Traffic** – Vehicles are not permitted on the site. If the Council has authorised vehicular access for the event, the event organiser must comply with the Council's conditions and requirements set out in document 4. Control of Vehicle Access and Manoeuvring Requirements and has responsibility for ensuring that the site has sufficient space for emergency services vehicle access.
- g) **Animals** – Animals are not permitted on any part of the recreation ground and play area, except for Assistance Dogs. It is the event organiser's responsibility to ensure that no animals (other than assistance dogs) are brought onto the site, that anyone attending an event is aware in advance of this restriction and that any animals at an event are removed from the site and adjoining areas covered by this restriction. If the Council has authorised animals on the site for an event it is the responsibility of the event organiser to ensure that any conditions and requirements imposed by the Council are fully complied with and that no animals (other than assistance dogs) are allowed to enter the play area.
- h) **Health and Hygiene** - The event organiser shall, if preparing, serving or selling food, observe all relevant food health & hygiene legislation and regulations and ensure that all appropriate permissions are obtained from relevant authorities. It is the event organiser's responsibility to ensure that any food waste is removed after the event and no bags containing food waste are left overnight.
- i) **Litter** – The event organiser is responsible for the clearance and removal from the site of all debris, litter and waste after the event and should ensure that appropriate measures are in place to deal with the collection and removal of litter/waste during and after the event and seeks to ensure that anyone attending an event acts responsibly in respect of their own litter/waste.
- j) **Gate Key and Site Security** – If the Council has authorised access to a gate key, the event organiser/ key holder must comply with the Council's conditions and requirements set out in document 3. the Key Holder Agreement. Should unauthorised access to the site occur as a result of non compliance the Council will pursue, if necessary through the courts, all costs for the removal and any necessary repairs, or maintenance, resulting from the unauthorised access, from the event organisers/key holder.

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It is also the event organiser's responsibility to ensure that anyone attending an event is aware and complies with the Rules and Regulations applying to the recreation ground shown below.

RULES AND REGULATIONS APPLYING TO THE RECREATION GROUND

CONDUCT OF USERS

1. No person shall behave riotously or indecently in the recreation ground, nor shall they intentionally obstruct, disturb or annoy anyone else in the recreation ground.
2. No person shall without appropriate authorisation displace or remove any items, structures or materials (including, but not limited to): soil, turf, plant, shrub, tree, window, door, pavilion, shed, post, railing, fence, wall, seat, bench, table, play, trim trail or green gym equipment, notice, plaque or any other fixture, fitting, furniture, equipment or erection in the recreation ground.
3. No person shall interfere with, damage or destroy any structures or materials including, but not limited to: soil, turf, plant, shrub, tree, window, door, pavilion, post, railing, fence, bench, table, play, trim trail or green gym equipment, notice, plaque or any other fixture, fitting, furniture, equipment or erection in the recreation ground.
4. No person shall, without appropriate authorisation, display any advertisement or notice in the recreation ground.
5. No person shall, without appropriate authorisation, erect any booth, stand, tent or other structure or camp or remain overnight upon the field. In addition, no person shall, without appropriate authorisation, sell, hire or offer or expose for sale or hire any article or commodity in the recreation ground.
6. No person shall, without appropriate authorisation, organise or participate in any religious service, public meeting, assembly, rally or demonstration, whether of a political or any other nature, in the recreation ground.

VEHICLES

7. No person shall, without appropriate authorisation, bring or cause to be brought into any part of the field, any motor car, lorry, van, motorcycle, moped, or other powered vehicle, other than a mobility scooter for the use of a registered disabled person. Vehicles shall only be parked or left in those areas designated as part of the authorisation during daylight hours and only in connection with an approved event and the proper use of the recreation ground.

ANIMALS

8. No person shall, without appropriate authorisation, bring any animal, other than a guide dog, onto the field.

SPORTS AND GAMES

9. No person shall interfere with, or hinder, any other person playing, or about to play, an authorised game or event in the recreation ground.
10. No person shall play a game or hold an event in such a manner as unreasonably to: damage any part of the recreation ground; risk injury to players or spectators; or interfere unduly with the proper use of the recreation ground by any person, or with any person or property on adjacent land.
11. Any person taking part in any authorised game for which the exclusive use of any space in the recreation ground has been set apart shall not continue to play the game beyond the period of time allocated to that person by the managers or their representative if other users then wish to play.

PENALTIES

12. Any person in breach of any of these Rules and Regulations is liable to be banned immediately from the recreation ground indefinitely or for such lesser period as the Parish Council shall think appropriate.

WARNING

13. The Parish Council or any member of that organisation, do not accept any responsibility or liability for the death of, or injury to, any person or animal who or which is at any time in the recreation ground. Nor will they accept responsibility or liability for the loss of, or damage to, any property belonging to any person in the recreation ground. Any one visiting the recreation ground shall do so entirely at their own risk. Visitors are accordingly requested to leave all parked vehicles locked and secure and to keep all valuables and possessions with them.