



1. INTERPRETATION

"Council" means the Lancaster City Council.

"Hirer" means the person signing the application form.

"Manager" means the City Council's representative.

"Function" means the event for which the facility is hired as entered on the application form.

"Facility" means the premises or area of land hired as entered on the application form or as varied in writing by the Manager.

2. CONDUCT AND MAINTENANCE OF ORDER

The Hirer shall be responsible for good conduct and order during the period of hire and shall not permit anything to take place which is unlawful, offensive or indecent. The Hirer shall comply with all instructions of the Manager with regard to the maintenance of good conduct and order. The Hirer must provide the number of responsible persons indicated by the Manager to act as stewards for the maintenance of good conduct and order when the public are admitted to any event.

3. SAFETY PROVISIONS

The Hirer shall at all times during the period of hire provide, as indicated by the Manager, a number of competent and responsible persons in the facility to be responsible for the safety of persons using the facility.

4. DAMAGE OR LOSS

The Hirer shall be responsible for any damage or loss suffered by the Council arising out of or in connection with the hire of the facility. The cost of reinstatement of any damage caused shall be taken from the Hirer. In the event of any dispute concerning damage or loss, an independent assessment will be arranged and the Hirer and the Council will share costs in equal proportions.

5. INDEMNITY AND INSURANCE

The Council cannot accept any liability for any personal injuries suffered or any loss or damage sustained to any personal property arising out of or in connection with the use of the facility unless such injury, loss or damage is a direct result of the negligence of the Council, its servants or agents. The Hirer will indemnify the Council, its servants or agents against all claims not arising out of the negligence of the Council, its servants or agents.

The Hirer will insure against all third party risks and claims which may arise as a result of the use of the facility by the Hirer (excepting those arising as a result of the negligence of the Council, its servants or agents) with an insurance office approved by the Council for a minimum sum of

£5,000,000 in respect of any one occurrence and the Hirer will produce the policies or policies together with the receipt for the current year's premium to the Council on demand.

6. CANCELLATION

a) by Hirer

In the case of a cancellation of a booking by the Hirer, the Hirer shall not be entitled to any refund, but the Council may, at its discretion, refund a proportion of the hiring fee after the date of the hiring. In any event no refund will be considered unless FOURTEEN DAYS' notice in writing of any cancellation is given.

b) by the Council

The Council reserves the right to close, or prohibit the use of any of the facilities, at any time. All monies paid in respect of a booking cancelled in accordance with this condition will be refunded, but the Council will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the Hirer, arising from the cancellation.

7. SUBLETTING

The Hirer shall not assign the letting or sublet the facility without the written consent of the Manager and should use the facilities for the purposes clearly specified on the application form.

8. CONSULTATION WITH THE MANAGER

All arrangements in connection with the hire must be made in consultation with the Manager and the Hirer should arrange to contact him in sufficient time before the date of the function to enable proper arrangements to be made.

9. SITE MEETING

The Hirer shall arrange with the Manager to hold a meeting at the facility between themselves, the Council and other bodies where applicable.

10. MUSIC / COPYRIGHT

The Hirer is advised to establish as to whether a proposed event requires to be covered by a Public Entertainment Licence. For this purpose the Hirer should contact the Council's Licensing Service (telephone no. 01524 582027) not less than 6 weeks prior to the date of a proposed event. Should a Public Entertainment Licence be required to cover an event, the Hirer must ensure compliance with the conditions and requirements attached. No Copyright music shall be performed or reproduced in any manner in connection with any public function without the permission of the owners of the copyright.

(Note: the Council is required by the Performing Right Society Ltd (PRS) to submit details of all music performed. The Hirer must, therefore, hand to the Manager a copy of a programme of any music performed and be responsible for any fees due as a result of such performance.

11. RESIDENTIAL AREAS

The Hirer should note that all Council Parks and Recreation Land are situated in or near residential areas and should be mindful of this fact particularly in relation to any noise associated with the function. In all cases functions must cease by 11.00pm and not commence until after 10.00am on a daily basis.

12. PARKING FACILITIES

Parking facilities are not freely available on all sites. Where parking is limited the Hirer is required find suitable parking elsewhere prior to the booking.

In the case of *Royal Albert Playing Field*, parking has been made available opposite 'De Vitre House' and excludes the use of the disabled parking bays in front of the building. These parking facilities are available to football clubs over the weekend period. If games are due to take place mid-week parking can take place by prior arrangement only.

Parking is not permitted in the Residential Area of Cherry Tree Drive. It is the home team's responsibility to ensure that both home and away teams make use of the correct facilities. Failure to follow parking arrangements may lead to usage of the site being withdrawn.

13. BYELAWS

The attention of Hirers is drawn to the Byelaws with respect to pleasure grounds in the City of Lancaster, a copy of which is available on request.

14. APPLICATION FOR HIRING

All applications shall be on the booking form attached. The Council reserve the right to refuse any application without stating any reason.

15. PAYMENT

Seasonal hires must be paid through monthly Direct Debit instalments unless agreed otherwise with the Manager.

16. COLLECTIONS AND LOTTERIES

No collections, games of chance, sweepstakes or lotteries nor any betting may be conducted on the premises, without the express permission of the Manager in writing and provided that all necessary licences are obtained.

17. ERECTION OF MARQUEES, HUTS, STALLS, ETC.

No tent, marquee, hut or stall of any kind shall be erected by or on behalf of the Hirer unless prior approval has been obtained from the Manager.

18. DISPLAY AND ADVERTISING MATERIAL

Display and advertising material and tickets must give the correct title to the facility as indicated by the Manager. No public announcement of any function shall be made until the application for the facility has been accepted by or on behalf of the Council.

19. TOILETS

In relation to Ryelands Park, there are no toilets available and it is a requirement of the hire that the Hirer provides public toilets for the duration of the function.

20. SITE CONDITION

The Hirer will be responsible for leaving the grounds and any facility hired in a clean and tidy manner. The Hirer must make arrangements, prior to the booking, to dispose of any litter both during and following the hire.

In the case of football pitch bookings; it is the home's team responsibility to ensure the site is left in a satisfactory condition. The City Council reserves the right to carry out any necessary works in default and charge the Hirer for costs incurred.

21. ANIMALS

It is the policy of the Council to prohibit the giving as reward live animals, including goldfish, as prizes or award at any function which is held on land owned or controlled by the Council. In addition any function using performing animals is also prohibited.

I understand and agree to abide by the Conditions of Hire as highlighted above.

Signed.....

On behalf of.....