



PIRBRIGHT PARISH COUNCIL

HIRING AGREEMENT FOR THE GREEN, PIRBRIGHT



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1. Introduction

Pirbright Village Green may be hired upon approval by the Parish Council. All hirings will be dependent on the Ground Conditions at the time of hire. Each application to be decided on its own merit.

2. Fees as from 1 April 2022:

Use of a defined area of the village green by fun fairs, outdoor theatre, band concerts, hot air balloon launches, car boot sales, fun run/walk, sports tournament, dog show, circuses, forest schools, fitness sessions, filming & photographic events, or similar- **£235.00 per day or part day**. The fee is "per day / part day" and includes days which are classed as "set up" and "dismantle" days. Set up and dismantle days are therefore charged at the full daily rate.

The **fee must be received at least one month before the event is due** to take place.

3. Conditions of Hire:

Applications for events will only be considered if submitted within a reasonable time of the proposed event relative to the size of the event. The minimum notice period is six weeks prior to the event. If Planning Permission from the Borough Council is required, the minimum notice period increases to 2 months. The Hirer must submit full details of the proposed event for the approval of the Parish Council. Details should include arrangements for catering, refuse collection and disposal, toilets, general activity to be staged, anticipated attendance figures, Health and Safety information and any other information as the Parish Council may require.

4. Risk Assessments

The Hirer must conduct their own risk assessment undertaken by a competent person, a written copy of which must be lodged with the Clerk to the Council no later than six weeks before the date of the event. This document will be referred to in the event of any claim arising. However, the risk assessment is the responsibility of the Hirer alone and the Parish Council accepts no responsibility or liability in the case of any errors or omissions in the assessment.

5. Health & Safety

The Hirer's attention is drawn to the requirements of the Health & Safety at Work Act 1974 and other Health & Safety legislation including the Management of Health & Safety at Work Regulations 1999, Control of Substances Hazardous to Health Regulations 1999 and Electricity at Work Regulations 1989. It is the responsibility of the Hirer to comply with all health and safety and other legislation applicable to the event.



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Where a temporary electrical installation is being used, a temporary electrical installation report by a NICEIC or ECA electrician or a certificate of compliance with BS7909 must be available upon request by any Council Officer.

The Hirer must ensure that first aid equipment is provided and all precautions taken against the risk of fire and electric shock. Electrics are the responsibility of the hirer.

Temporary structures must be constructed of sound materials and be suitable for their purpose and appropriately tethered. The Hirer will be responsible at all times (day and night) for the security and supervision of these structures. The use of floodlighting should only be used where necessary. Other than for security purposes, may require planning permission and the hirer must notify the Parish Clerk and Environmental Health & Licensing Services at least 2 months before the event.

The Food Safety Act 1990 and a number of regulations and Codes of Practice govern the sale of food. These are enforced within the Borough by the Environmental Health & Licensing Services. The regulations require any food outlets to be registered. The Hirer must notify the Events Safety Team who will in turn notify the Chief Environmental Officer at least 2 months before the event.

No alcohol is to be sold on the village green other than with the express consent of the Parish Council. The Hirer should seek permission from the Clerk if it is intended to sell alcohol, should comply with all relevant legislation and be in possession of an appropriate license. The sale of alcohol to only those over 18 years **will only be permitted** providing the appropriate Temporary Entertainment Licence (TEN) has been obtained from Guildford Borough Council.

6. Insurance

The Hirer shall indemnify and keep indemnified the Parish Council from and against all actions, claims, suits, costs, expenses, losses, injuries, damage and liability howsoever arising out of or by reason or in consequence of the permission hereby granted (other than injury resulting from any negligent act of the Parish Council its servants or agents) and the event and the operation of the event. The Hirer shall effect a third-party policy of insurance with a reputable insurer covering all risks usually and commonly covered by such insurance to a minimum of £5,000,000 per event and produce to the Parish Council on request.

The Hirer will be required to produce written evidence of the existence of Public Liability Insurance at such a level as required by the Parish Council in respect of any exhibitor, ground entertainer, sub-contractor, caterer which the Hirer has authorised to appear at the event.

7. Vehicular Access

Vehicles are banned from parking on and from driving across The Green except to a designated parking area. The Hirer must agree parking areas prior to the event with the Parish



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Council, their agreement to which will depend on the event planned and ground conditions at the time and safety considerations. Car parks must be marked out and access to the area must be clearly marked. No other route may be used by vehicles and rights of way must not be obstructed. Vehicles and equipment are not permitted to be refuelled on the Green and all fuel must be stored in appropriately bunded containers.

The Hirer must ensure that adequate parking arrangements are made for vehicles. Damage sustained to a parking area, including access, must be repaired by the Hirer to the reasonable satisfaction of the Parish Council.

The Hirer is responsible for adequate fire precautions and for the maintenance of clear exits for emergency vehicles and for seeing that none of the footpaths are blocked.

8. Litter

The Hirer is responsible for the reinstatement of the site allocated, including the clearance of litter, the separation and collection of recyclable materials and the removal of all advertising. The clearance must be undertaken within 24 hours after completion of the event and reinstatement of land within 48 hours after completion of the event. If the Hirer fails to perform these obligations, the Parish Council reserves the right to perform any such obligations and any costs incurred shall be borne by the Hirer.

The property of the Hirer and Hirer's agents must be removed at the end of the period of hire. The Parish Council accepts no responsibility for any property left at the venue before, during or after hire period.

9. Cancellations/Terminations

Cancellations by the Hirer must be in writing (email or letter) 7 days before the first day of hire otherwise the full hire charge will be payable. Pirbright Parish Council may terminate this agreement and the event, in the event of any by the Hirer of this agreement. The Parish Council may also terminate this agreement and the event at any time before or during the period of hire if, in its sole opinion (1) the ground or weather conditions are, or are likely to be or become, such that the hire or event cannot proceed without causing damage to the Green that is unacceptable to the Parish Council or (2) the holding of the event is or is likely to become unlawful or contrary to Government or Borough Council guidance or (3) the holding of the event is causing or creating or is likely in the sole opinion of the Parish Council to cause or create unacceptable security or safety concerns. In the case of any such termination by the Parish Council, it shall have no liability to the Hirer or any third party for any damage or loss of income or profit or any other direct or indirect or consequential loss or damage which may be suffered by the Hirer in connection with or incidental to such termination and the Parish Council's sole obligation shall be to pay the Hirer a refund for any unused or complete half days of the Hire. It is recommended that the Hirer arranges its own insurance cover against the consequences of any such termination by the Parish Council.



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10. Advertising

The Hirer is required to comply with the Town and Country Planning (Control of Advertisements) Regulations 1992, whereby unauthorised advertising, including 'fly posting', is an offence and therefore strictly forbidden.

The Hirer is responsible at all times for the smooth running of the event and should ensure appropriate security and marshalling is in place and in accordance with all applicable legislation and regulations and under the terms of this Agreement.

11. Local Bylaws

The Hirer must ensure that the byelaws applicable to the open space in which the event is to be held are complied with at all times.

No noise is to be made, whether by loudspeakers or musical instruments etc, after the hour of 10:30pm unless prior agreement has been obtained from the Parish Council and Borough Council.

No public address system is to be used without the approval of the Parish Council.

The Hirer must comply with the direction of the Parish Council or its appointed representative at all times.

The Hirer must comply with any further requirements made by the Parish Council or its representative in respect of this booking.

Fun fairs must comply with: all relevant Health and Safety Legislation and the Food Safety Act 1990 and a number of regulations and Codes of Practice govern the sale of food. All rides must be appropriately certified. Copies of all certificates will be required normally six weeks before the event.

The Hirer must agree to leave the area in a good condition following the event. Reinstatement of land must occur within 48 hours after completion of the event. If the Hirer fails to perform these obligations, the Council reserves the right to perform any such obligations and any costs incurred shall be borne by the Hirer.

Animal farms are required to provide hand washing facilities and copies of valid animal passports (as issued by DEFRA).

The Organisers of the event are responsible for complying with the Borough Council's Street Trading Policy. Details of which are available in the Parish Council's Event Application Form.

The use of the Greens to provide parking facilities for private functions or similar will not be permitted.



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12. Hiring the Green for the Purposes of Filming/Television

Various requests are received by Pirbright Parish Council from Production Companies wishing to film within the Parish. The purpose of this policy is to set down certain parameters to ensure that there is a balance between the needs of the film makers, and the minimising of disruption to the local community.

Details of initial points of contact are included in this document.

The following information is required by Pirbright Parish Council:

1. Name of production company, type of production, contact name and details.
2. A copy of Public Liability Insurance
3. Risk assessment for each location affecting the public
4. Copy of permissions from Surrey County Council, if relevant, detailing road closures, diversions and traffic management
5. The size of the production – number of personnel and vehicles
6. Plans for parking production vehicles (Pirbright Parish Council can advise)
7. Plans for removal of refuse
8. Nature of the film/use of special effects The production company must ensure that the location owners and adjacent residents affected by the filming are:
 - Signs are put up on the edge of the village to give advance warning if there is to be travel disruption through the village **Emergency access must be maintained at all times during set up and filming**

Health and Safety

The production company must:

- Provide a risk assessment for each location where members of the public may be affected
- Use high visibility clothing if members of the production company are on the highway
- Have recognisable ID if dealing with the public

Residents and Members of the Public

1. The Production Company personnel are visitors and should be sensitive to the community in which they are working.
2. Noise must be kept to a minimum at all times. Separate permission to make noise during unsociable hours must be obtained from Guildford Borough Council. Use of generators has to be approved, and silent running generators may be requested.
3. All members of the Production Company and its associated workforce are to behave and dress appropriately at all times.
4. Sensitive locations, such as the War Memorials and Churches require particular adherence to respectful code of conduct.
5. Access to private property must be maintained, and no footways or roads blocked unless with permission from Surrey County Council and an alternative safe route must be provided with disabled access.



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6. Lighting, cables and other equipment must not cause a hazard to the public.
7. Production vehicles must park where agreed by Pirbright Parish Council and not cause problems to traffic circulation e.g. on double yellow lines, bus stops, unless a copy of permission from Surrey County Council has been received.
8. Refreshments must be taken in the agreed location and catering facilities agreed in advance.
9. Removal of refuse is the responsibility of the Production Company (contact Guildford Borough Council).
10. The Production Company must make good any damage to premises or property and leave the locations clean and tidy.
11. Security staff should be used, if appropriate, to protect the location and equipment.
12. Pirbright Parish Council may terminate this agreement and the permission to film if, in its sole opinion (1) the ground or weather conditions are, or are likely to be or become, such that the filming cannot proceed without causing damage to the Green that is unacceptable to the Parish Council or (2) the filming is likely in the sole opinion of the Parish Council to cause or create unacceptable security or safety concerns. In the case of any such termination by the Parish Council, it shall have no liability to the Hirer or any third party for any damage or loss of income or profit or any other direct or indirect or consequential loss or damage which may be suffered by the Hirer in connection with or incidental to such termination and the Parish Council's sole obligation shall be to pay the Hirer a refund for any unused days of the Hire. It is recommended that the Hirer arranges its own insurance cover against the consequences of any such termination by the Parish Council.

Fees/Compensation

Pirbright Parish Council will receive a fee/compensation as follows:

£235 per day or part day for filming purposes

Local Contacts

Parish Clerk - Helen Myers – 07485 411214 clerk@pirbright-pc.gov.uk

13. Contacts

Please complete the Form below and return it to the Clerk to Pirbright Parish Council. This can be done via email at: clerk@pirbright-pc.gov.uk or by post at the following address:
Pirbright Parish Council, The Parish Meeting Room, The Green, Pirbright, GU24 0JE.



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14. HIRING AGREEMENT

<p>This Agreement is made on (date):</p> <p>Between PIRBRIGHT PARISH COUNCIL (PPC) and the person(s) or organisations named below (The Hirer)</p> <p>Name of Hirer:</p>
<p>A. PPC agrees to permit the Hirer upon receipt of the fee as set out below to use the stated part of Pirbright Village Green on the Terms & Conditions above.</p> <p>9. Purpose of Hiring:</p> <p>10. Date Hiring to Commence: <input type="text" value="SEP"/></p> <p>11. Part of Green hired:</p> <p>12. Hiring fee: £235.00 per day / part day. The fee is "per day/part day" and includes days which are classed as "set up" and "dismantle" days. Set up / dismantle days are charged at the full daily rate.</p> <p>13. Date Hiring to Cease:</p> <p>14. Amount to pay:</p> <p>15. Deposit bond (refundable if no damage is caused):</p> <p>16. Paid in full to:</p>
<p>B. THE HIRER agrees to hire of Pirbright Green as set out in the Terms & Conditions above.</p> <p>8. HIRER Signature:</p> <p>9. Organisation (if applicable):</p> <p>10. Telephone number:</p> <p>11. E-mail address:</p>

Signed for Pirbright Parish Council:

Name:

Pirbright Parish Council, The Parish Meeting Room, The Green, Pirbright, GU24 0JE
Telephone: 07485 411214 E-mail: clerk@pirbright-pc.gov.uk
Cheques payable to: Pirbright Parish Council BACS: Lloyds Sort Code: 30-99-80 Acctn 00865609