



Ross-on-Wye Town Council

Outdoors Pursuits Letting Conditions

DEFINITIONS

“The Council” means the Ross-on-Wye Town Council.

“Goods” means merchandise including provisions, commodities and articles brought to the premises for the purpose of sale.

“Sell” and “Sale” means exposing, exposure, displaying or offering of any goods or merchandise for sale.

“Lettings Officer” means the person appointed by the Council to exercise day-to-day management, supervision and control of the premises, or their duly authorised representative.

“Bandstand” means the outdoor pursuits building and an area extending to 5m to the front and 2m to the rear and sides of the bandstand or any area so designated by the Council for that purpose.

“Misconduct” means conduct of such a nature that the Council is unable to tolerate the continued presence at an event of a performer, group, stallholder or their employees. Behaviour which may be regarded as misconduct would include: fraudulent practices; racial and/or sexual harassment; assault or violence against any person connected with the building; use of foul or abusive language; deliberate causing of damage to the Council’s or other persons’ property; harming or endangering other persons or property, eg, by contravening safety rules; theft or misappropriation.

“Vehicle” means any mechanically propelled vehicle (other than an invalid chair) and any cycle, tricycle, cart, motorcycle, wagon or trailer.

“Licensee” means the person named on the booking form.

LETTINGS CONDITIONS

1. All letting dates will be allocated by the Lettings Officer.
2. No person(s) shall occupy or take possession of the building or surrounds or deposit any goods, equipment or utensils upon the building or surrounds until the facility has been duly let or allocated by the Lettings Officer for the use of such person(s).
3. Any persons organising amplified music shall apply for a Temporary Events Notice from Herefordshire Council. The Lettings Officer will ask for evidence of the licence.
Any person(s) operating a group on the bandstand on behalf of the licence holder must be the named person on the licence, the licence holder must have received prior approval from the Lettings Officer for any additional groups.
4. To ensure all organisations have equal opportunity to utilise the facility, licensees are restricted to holding a maximum of four booking dates at any one time.
5. Under no circumstances may the bandstand or stalls be sub-let, transferred or assigned. In the event of the Lettings Officer having reason to suspect this is happening, the Council reserves the right to suspend use of the bandstand pending further investigation. Should this abuse be proven to the satisfaction of the Lettings Officer termination of the Licence may result.
6. All licence holders must hold a current public liability insurance policy with cover of at least £2,500,000.00 (say, two million five hundred thousand pounds) for any one claim. The policy must indemnify the Council and its employees against any claim, howsoever arising. Details including name and address of insurance company and policy number must be handed to the Lettings Officer and upon each renewal date updated details produced and filed in the council office prior to the event taking place.
7. All articles which are exposed or offered for sale for human consumption shall be so wrapped or covered as to ensure that such articles are adequately protected from contamination by rain dust or dirt.

8. The use of the Bandstand for the performance, sale or display of live animals, birds, or fish will not be permitted.
9. Use of the Bandstand for specific events, displays, types of goods/merchandise allowed for sale as part of the licence conditions are at the discretion of the Lettings Officer.
10. Letting fees remain payable in the event of all absences including sickness payable in advance and non-refundable.
11. The Licensee must ensure that all litter is collected from and around the bandstand at the close of event and that adequate arrangements have been made for disposal. If litter is not removed arrangements will be made to collect litter and the Licensee will reimburse the Town Council for monies expended.
12. If the Lettings Officer becomes aware of any false information supplied on the licence application the licence may be terminated. Where a termination of the licence has taken place and the Licensee feels there are extenuating circumstances they may make an appeal in writing to the Chairman, Ross-on-Wye Town Council, High Street, Ross-on-Wye.
13. The sound of any loudspeakers, instruments or other noise generating appliances shall be so moderated as not to cause any nuisance annoyance or disturbance to residents in the vicinity and the Licensee acknowledges that their attention has been drawn to the bylaws with respect to noise pollution.
14. No exhibition or performance offending against public morals or decency shall be presented or permitted and no booth, tent or stall or other erection or contrivance housing an exhibition or performance comprising or including display of human form shall be sited on the bandstand site.
15. Licensees, events organisers, stallholders and their employees will conduct themselves at all times in a manner that is acceptable to the council. In cases where misconduct has taken place the Town Clerk may withdraw or suspend a Bandstand Licence. During the period of suspension, the Licensee, organiser or stallholder and their employees will not be allowed to operate.
16. All electrical apparatus used in connection with the Bandstand and other stalls shall be properly and effectively fitted with suitable and sufficient Residual Current Devices to be installed in the circuit between the main take off point and any trailing leads and cables. All electrical equipment must be portable appliance tested.
17. Bandstand tariffs will be determined by the Council and any changes will be notified at least one month before implementation. Bandstand tariffs are payable whether or not the bandstand is used.
18. All organisers, performers, groups, and stallholders must comply with any relevant statutory requirements, Bylaws and other legislation.
19. Infringement of these conditions or non-payment of fees by the Licensee will be treated as termination of the Licence, and may affect future applications for lettings.
20. This Licence does not constitute a tenancy of the bandstand used nor of the site on which it stands. The Licence is personal to the Licensee and shall not be construed as creating a relationship of landlord/tenant.
21. The Licensee must agree to pay the Council the amount expended by the Council in making good any damage done by the Licensees of the Bandstand premises or property of the Council.
22. The Licensee will undertake a Risk Assessment for their specific function and take every possible step for securing the safety of the public and the functions held at the Bandstand including providing adequate stewarding of the event.
23. The Ross-on-Wye Town Council reserves the right to amend, alter or delete any of the foregoing conditions or terminate this Licence on giving one month's written notice by the Lettings Officer of his intention to do so.

August 2008, revised June 2010