



Ross-on-Wye Town Council

Open Spaces and Special Events Hire Policy

INTRODUCTION

This policy covers all open spaces within the Town Council's responsibility. These consist of:

Caroline Symonds Gardens is a public open space which includes the Bandstand. Regular Sunday afternoon concerts are held from the end of May to the end of August. The Bandstand and Gardens are available for concerts and events at other times, subject to the conditions below.

Long Acre is a public open space adjacent to Wilton Bridge. The riverside meadow from the Arboretum to the Canoe Launch is available for events.

The Rope Walk is a public open space by the river and provides a large area of amenity grassland that is available for events.

This Hire Policy has been designed to provide information to individuals and organisations wishing to hire an open space for an event. The attached hire agreement should be completed and a decision will be made by the Council whether or not to grant approval.

ITEMS TO CONSIDER

Risk Assessment

Organisers of events have a legal responsibility to ensure health, safety and welfare of any employees, volunteers and contractors involved in arranging the event and to the public and participants attending. This should be ensured by carrying out a risk assessment, in which all hazards associated with the event should be identified, the level of risk assessed and the appropriate action required to reduce these risks at an acceptable level.

If the application is successful, organisers will be required to complete a risk assessment for Ross-on-Wye Town Council, a copy of which will be required prior to the event.

Licensing

Under the Licensing Act 2003, a Temporary Event Notice (TEN) or Premises License will be required for any of the following activities

- performance of a play
- performance of live music
- playing of recorded music
- performance of dance
- entertainment of a similar description

The Town Council has a license in place for the Bandstand which covers the hours of 12.00 hours until 18.00 hours from Monday to Sunday so if your event falls within these times, please contact the Council offices to see if you are covered for your activities. In addition, a license is required for the sale of alcohol.

Please contact [Herefordshire Council](#) via their website or by phone on 01432 261761 for further information.

Insurance

All events will require Public Liability Insurance cover with a minimum £5,000,000 limit of indemnity.

Please forward a copy of your insurance certificate with your application.

BOOKING PROCESS

Stage One – The Application

The hirer is required to read the Items to Consider and Terms and Conditions sections before completing, signing and returning the application form.

Please send the application to:

Ross-on-Wye Town Council, Town Hall, Cantilupe Road, Ross-on-Wye, HR9 7AN

With the application form the following items are also required:

Copy of Insurance Certificate

A cheque for the Deposit and the Administration Fee

All applications should be submitted to Ross-on-Wye Town Council a minimum of six weeks before the proposed date of the event in order for the application to be considered fully and processed by Ross-on-Wye Town Council.

Stage Two – Consideration of Application

Ross-on-Wye Town Council will contact the hirer within two weeks of receipt of the hirer's application, notifying whether the application has been successful or not. Consent will be subject to adhering to the Council's Terms and Conditions, providing proof of insurance and submitting the correct fee and deposit.

Stage Three – Confirmation

Once the hirer has received a letter of confirmation from Ross-on-Wye Town Council, the hirer may proceed and continue with planning the event. After confirmation has been received, a pre-event inspection of the Bandstand may be organised with Ross-on-Wye Town Council (within 3 days of the event). Please call Ross-on-Wye Town Council on 01989 562373 to arrange a mutually convenient time.

A post event inspection must also be organised after the event before the deposit money can be released by Ross-on-Wye Town Council.

Any amendments to the application form must be submitted in writing for consideration and authorisation by Ross-on-Wye Town Council. If the hirer is found to be undertaking any activity not agreed with the Council, this activity will have to cease immediately.

TERMS AND CONDITIONS

1. Applications

- 1.1 All applications for hire must be submitted on the appropriate form and addressed to: Ross-on-Wye Town Council, Town Hall, Cantilupe Road, Ross-on-Wye, HR9 7AN

2. Assignment

- 2.1 The booking shall remain personal to the organisation hiring the site. The use of the site shall not be sublet, assigned or transferred to another organisation.
- 2.2 The site will not be used for any purpose other than for the type of event indicated on this form.

3. Hire Fee and Deposit

- 3.1 A refundable deposit of £1,000 for Commercial Hire, and a discretionary refundable deposit of £500 for Not-for-Profit Organisations/Registered Charities/Community Groups is required for each application made. Money will be deducted from the deposit for reinstatement of any damage caused to the Bandstand or grounds. This will be decided at the post event inspection made by Ross-on-Wye Town Council. If damage has not occurred during the hire, Ross-on-Wye Town Council will release the depository money within 2 weeks of the post event inspection date.
- 3.2 An administration fee of £25 per application for all non-commercial organisations and charities will be incurred for hiring sites.
- 3.3 All fees are subject to review by Ross-on-Wye Town Council and may change without notice.
- 3.4 Payment of all admin fees and deposits must be made in full at time of submitting the application.
- 3.5 Full payment must be made 28 days prior to the event. If payment is not received, the Council have the right to cancel the booking immediately.

4. Refusal of Booking or Cancellation

- 4.1 The Council reserves the right to refuse any application for hire without being required to give any such reason for refusal.
- 4.2 The Council reserves the right to withdraw permission to hire but shall not be under any liability for expense incurred or loss sustained by the Hirer as a result of cancellation.
- 4.3 Cancellation by the hirer must be received in writing to the Council. The administration fee will be held by Ross-on-Wye Town Council. The depository money will be released back to the hirer.
- 4.4 If the Hirer does not use the site booked on the applied date for whatever reason, the Hirer shall forfeit the administration fee paid, in addition to any further expenses incurred by the Council.
- 4.5 The Council reserves the right to terminate the Agreement if, due to adverse weather conditions, the event would compromise the safety of participants in the event.
- 4.6 If any of the requirements referred to in this Agreement are not complied with, the Town Council reserves the right to refuse entry onto the site, or to instruct the Hirer to vacate the site at any time with no cost to the Council.
- 4.7 If regulations come into place or return in relation to any form of pandemic, making the event unviable, this will be seen as force majeure and all monies will be refunded, and the agreement null and void, or an alternative date to be agreed by both parties will be proposed.

5. Health & Safety

- 5.1 The Hirer agrees to undertake a risk assessment for the event and is to ensure all employees, volunteers and contractors involved in organising the event and the public and participants attending the event comply with all relevant health and safety legislation.
- 5.2 The Hirer must comply with all legislation relating to Health and Safety, Food, Hygiene and Fire Regulations as may be necessary.
- 5.3 Safe access and egress of the site must be maintained at all times to allow for easy access by emergency vehicles and speedy evacuation of the site.
- 5.4 To inform Herefordshire Council Environmental Health of the use of Performing Animals and to liaise with them with regard to all aspects of animal welfare, licensing and Environmental requirements (with specific reference to noise, food hygiene and alcohol).

- 5.5 Portable electrical equipment owned by the Hirer and used on premises owned by the Council (eg. power tools, kettles etc..) must have a current test certificate as required under the Electrical at Work Regulations Act 1989.

6. Insurance and Indemnity

- 6.1 The Hirer must have Public Liability Insurance cover for the full duration of the event for at least £5,000,000 (five million pounds) for any occurrence to fully indemnify them against all third party claims which could occur as a result of the event. The number of occurrences to be unlimited.
- 6.2 A copy of the Public Liability Insurance Policy Certificate must be submitted with the application.
- 6.3 Failure to produce proof of insurance cover when submitting the application form will lead to cancellation of the booking.
- 6.4 The Hirer must produce the Public Liability Insurance Certificate at all times on demand by any authorised officer of the Town Council.
- 6.5 The Council reserves the right to terminate this Hire Agreement without notice if the Hirer fails to maintain the required Public Liability Insurance and/or fails to produce the relevant Certificate of Insurance on demand.
- 6.4 The Hirer shall indemnify the Town Council for all actions, costs, claims, expenses, demands and charges arising out of the Hirer's acts or defaults in connection with this Hire Agreement or the holding of the event. This indemnity shall cover the acts and defaults of the Hirer's contractors, agents and employees.
- 6.5 Ross-on-Wye Town Council is not responsible and will not accept any liability for loss, damage or injury whilst using the site hired.

7. Use of the Bandstand

- 7.1 No alterations or additions to the structure of the Bandstand are allowed. Any lighting, fittings or seating will not be allowed without prior written consent.
- 7.2 The Hirer shall not drive any nails, screws, drawing pins etc into the structure of the Bandstand.
- 7.3 Smoking is not permitted at any time in the Bandstand.
- 7.4 The Bandstand has power sockets, which are available for the Hirer to use if they wish.
- 7.5 The Hirer must inform Ross-on-Wye Town Council if electricity is to be used and this must be included in their Risk Assessment.
- 7.6 A reasonable additional charge will be made for the use of electricity.
- 7.7 The consumption of food and drink except water is not permitted at any time in the Bandstand.

8. Vehicles

- 8.1 Motorised vehicles are not permitted on the site unless express permission is granted.
- 8.2 Vehicles and equipment must be kept within the confines of the designated area allocated for the event and not encroach upon any other land.
- 8.3 Safe access and egress of the site must be maintained at all times to allow for easy access by emergency vehicles and speedy evacuation of the site.

9. Litter, Cleanliness and Damage

- 9.1 It is the Hirer's responsibility to ensure that all rubbish is cleared before, during and after the event. Please ensure all rubbish is taken from the site and disposed of properly. Failure to comply may result in depositary monies being deducted from the Hirer. Upon the expiration of the period of occupation, to deliver up the site to the Town Council in a clean and tidy and orderly condition to the reasonable satisfaction of the Town Council and to repair any damage which may have occurred.

9.2 Any damage caused during the occupation of the site must be repaired at the cost of the organiser and to the satisfaction of the Town Council. Failure to do so may result in depositary monies being deducted from the Hirer.

10. Noise

10.1 Volume of music, loud hailers etc. must be kept to a reasonable level, so as to not cause a noise nuisance to local residents, and to be turned off by 22.30 hours from Sunday to Friday and 23.00 on a Saturday. Not to play or permit to be played music of any description outside of times agreed at the time of booking.

10.2 The location of generators, speakers and other noise sources shall be so sited, as to minimise the noise impact on noise sensitive locations. All generators must be silenced in accordance with manufacturers requirements. The use of main generators will be kept to a minimum. No such generator shall be run before 10.00 hours.

11. Fire

11.1 Bonfires, barbecues and chinese lanterns may not be used on the site.

12. General Conditions

12.1 Hirers and their employees, volunteers and contractors will conduct themselves at all times in a manner not likely to bring the Council into disrepute. In cases where misconduct has taken place the Town Council may withdraw or suspend the license and the event will not be allowed to continue.

12.2 Drunkenness or disorderly conduct at the event is not permitted and the event must be conducted in an orderly and proper manner.

12.3 All necessary steps should be taken to prevent any nuisance or act or anything which may be or may become, a source of danger, inconvenience or annoyance to the Town Council or owners or occupiers of neighbouring properties or the public at large.

12.4 If any of the requirements referred to in this Policy and Hire Agreement are not complied with, the Town Council reserves the right to refuse entry onto the site, or to instruct the organiser to vacate the site at any time with no cost to the Council.

12.5 Camping by the general public is prohibited, but Hirers can request use of the land for camping by organisers of the event if the applicant seeks express permission in advance and this forms part of the Hire Agreement.

12.6 The event shall, during the said period of occupation, open not earlier than 8.00am and close not later than 11.00pm unless otherwise agreed by the Town Council.

12.7 To liaise with Herefordshire Council Planning with regard to the display of advertising material for the forthcoming event.

WARNING – ‘Fly Posting’ is not permitted and action will be taken against any promoter carrying out this form of advertising, removal costs will be deducted from the Deposit Payable.

13. Special Conditions

13.1 Funfairs

- (i) All Operators must comply with the requirements as laid down in “The Guide to Safety at Fairs” and the Health & Safety Executive Fairground Code of Practice No. HS(G)175.
- (ii) A valid safety certificate must be provided for all rides as required by the Council.
- (iii) Access must be afforded to the Council’s staff, advisors or to any authorised qualified engineer to carry out inspections as considered necessary.
- (iv) No rides or generators shall be permitted closer than 28 metres from adjoining boundary hedges or fences
- (v) A site plan must be approved in advance of the fair operating.

13.2 Fireworks

- (i) Organiser must adhere to HSG 123 ‘Working Together on Firework Displays’ available from the Health and Safety Executive. Fireworks displays must not last longer than 30 minutes in any one day of occupation.

13.3 Non-Motorised Trailers/Catering Units/Ice Cream Vans

- (i) If a special event is booked, you will not be allowed to trade unless prior permission has been given to you by the event organiser. The vendor must contact the organiser directly to gain permission. It is your responsibility to check with the Council of any special events that are planned before submitting an application.

SAFETY MANAGEMENT PLAN

Ross Town Council is not responsible for any of the following. It is your responsibility as an event organiser to consider the overall management of your event. All events no matter how small should develop a Safety Management Plan covering visitors, staff and contractors. The following should be carefully considered and included in the plan.

- Additional Waste receptacles and collection
- Adverse Weather
- Barriers
- Crowd Management and Security
- Electrical Safety
- Emergency Procedures and Site Evacuation.
- Fire Safety
- First Aid Provision
- Lighting
- Litter Picking
- Pandemic Management (If Government regulations are in place)
- Risk Assessments
- Toilet Provisions
- Slips, trips and falls
- Sound (noise and vibration) for advice see www.herefordshire.gov.uk/environment
- Special Effects Provision
- Structural safety (marquees, stages etc)
- Vehicle and Pedestrian Movements
- Water, food and drink

For small events these aspects can be covered in a simple risk assessment for the whole event site.

Adopted by the Amenities Sub-Committee April 2023



Ross-on-Wye Town Council

Open Spaces and Special Events Hire Agreement

1. APPLICANT

Name of Organiser:

Organisation:

Address:

..... Post code

Telephone No. (Home): (Mobile):

Email address:.....

Name of contact person on the day (if different from above).....

Mobile number of contact person on the day (if different from above)

EVENT

Is the booking for an individual pitch or hire of one of our sites?

If the booking is for a pitch, please mark the proposed pitch on the map for the relevant site.

Proposed Location:

(The maps show the extents of the whole site areas available to hire. If you would like to hire part of a site, please mark the proposed area on the map.)

Type of event (e.g. Concert, picnic, fete, funfair, firework display):

.....

Details of Event:

.....

.....

Does your event include use of the Bandstand? Yes / No

If so, do you require use of the electrical supply in the Bandstand? Yes / No

Operative Dates:-

- (a) Arrival on site:
- (b) Dates of Event – From: To:
- (c) Times of Event – From:am/pm To:am/pm
- (d) Vacation of Site:
- (e) Number of people expected to attend:

2. LICENSES

If you intend to provide any of the following at your proposed event a license will also be required.

Please confirm as applicable if any of the following are proposed at your event;

- | | |
|--|----------|
| Live Music | Yes / No |
| Recorded Music | Yes / No |
| Films | Yes / No |
| Plays | Yes / No |
| Dancing | Yes / No |
| Will there be a charge for the supply of alcohol at the event? | Yes / No |
| Are more than 500+ people expected to attend the event? | Yes / No |
| Is your event lasting more than 7 days? | Yes / No |

If you have answered YES for any of the above, then in accordance with the Licensing Act 2003 a licence will be required for your event.

There are two types of licence:

TEMPORARY EVENT NOTICE – for small events likely to attract less than 500 people. A Temporary Event Notice (TEN) may be obtained to cover all of the licensable activities you propose. Each TEN can last up to 4 days. There a simple application process which must be made to The Licensing Section of Herefordshire Council – the Police and Environmental Health Officer at least 10 working days before the event.

PREMISES LICENCE – for large events attracting 500 or more people or lasting more than 7 days. This is a more complex application process which should be made to the Licensing Section of Herefordshire Council at least 3 months in advance of the proposed event date. At least 6 month prior notice should be given for large events of over 5000 people. This type of licence should be accompanied by an Event Management Plan.

Non-Motorised Trailers / Catering Units / Ice Cream Vans

STREET TRADING LICENCES – These are required before trading. An application should be made to the Licensing Section of Herefordshire Council and if the application is successful, Ross Town Council must be notified.

Have you made any necessary applications to Herefordshire Council Yes / No / N/A

3. OTHER REQUIREMENTS

Do you wish to bring any vehicles on to the site? Yes / no

If yes, please state what they are and how many there will be?
You will be advised whether or not this is permissible.

.....

Will you bring any other equipment to the site (e.g., marquee, bouncy castle) and if so, what?

.....

4. CHARGES

(a) Rent Payable

Pitch

£250 per week
£80 per weekend
£45 per day

Block Bookings

A discount is offered for weekly block bookings of 3 or 6 months and the payment is to be made prior to site occupation. No refunds will be given if the occupier cannot attend for any reason. If payment is not made, the Council reserve the right to terminate the agreement.

3 month period - £2750
6 month period - £5500

Fairs and circuses

Operational days £100.00	No of days
Non-operational days £50.00	No of days

Registered Charities/Community Groups/Not for Profit Organisations

Discretionary free of charge

Whole Site (defined area on map below)

Caroline Symonds Gardens

£1500.00 per week

£800.00 per weekend

£450.00 per day

Long Acre

£1500.00 per week

£800.00 per weekend

£450.00 per day

Rope Walk

£1500.00 per week

£1000.00 per weekend

£550.00 per day

All charges to be paid at least 28 days in advance of site occupation. Fees for

(b) Deposit Payable

Commercial Hire - £1000

Not for Profit Organisations/Registered Charities/Community Groups – Discretionary
£500

(the deposit must be in the form of a cheque which will be hold over and refunded at the end of the hire subject to the condition of the site)

- (c) In the event of the Organiser not carrying out their obligations under this Agreement, the Council will be entitled to withhold or recover any sums as necessary from the Organiser and this will include the cost of restoring the land to its previous condition in the event that the site is left in an untidy or damaged condition.

6. DECLARATION

I am over 18 years of age.

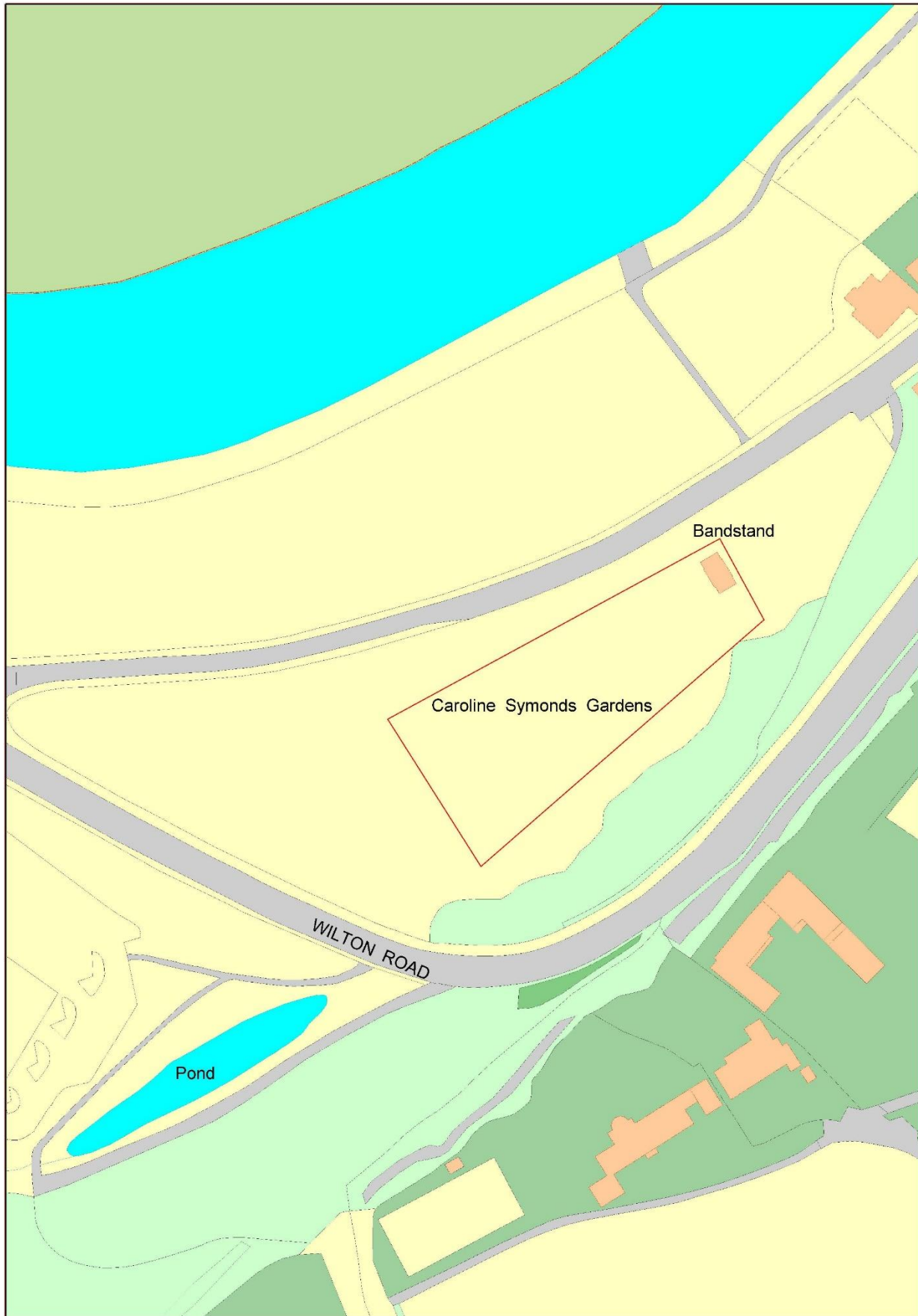
I hereby agree to be bound by the Open Spaces and Special Events Hire Policy and Agreement.

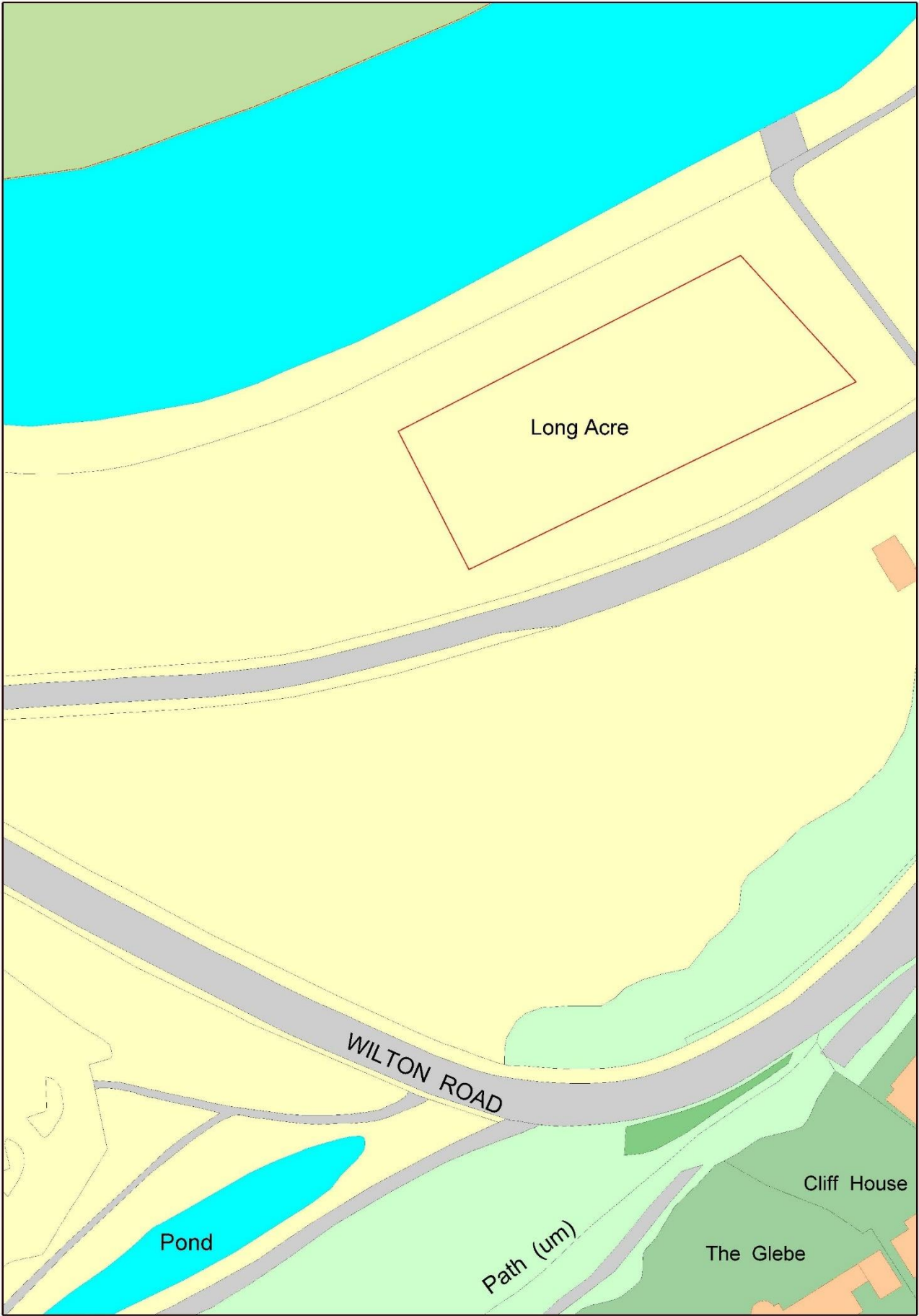
Signed: (Organiser)

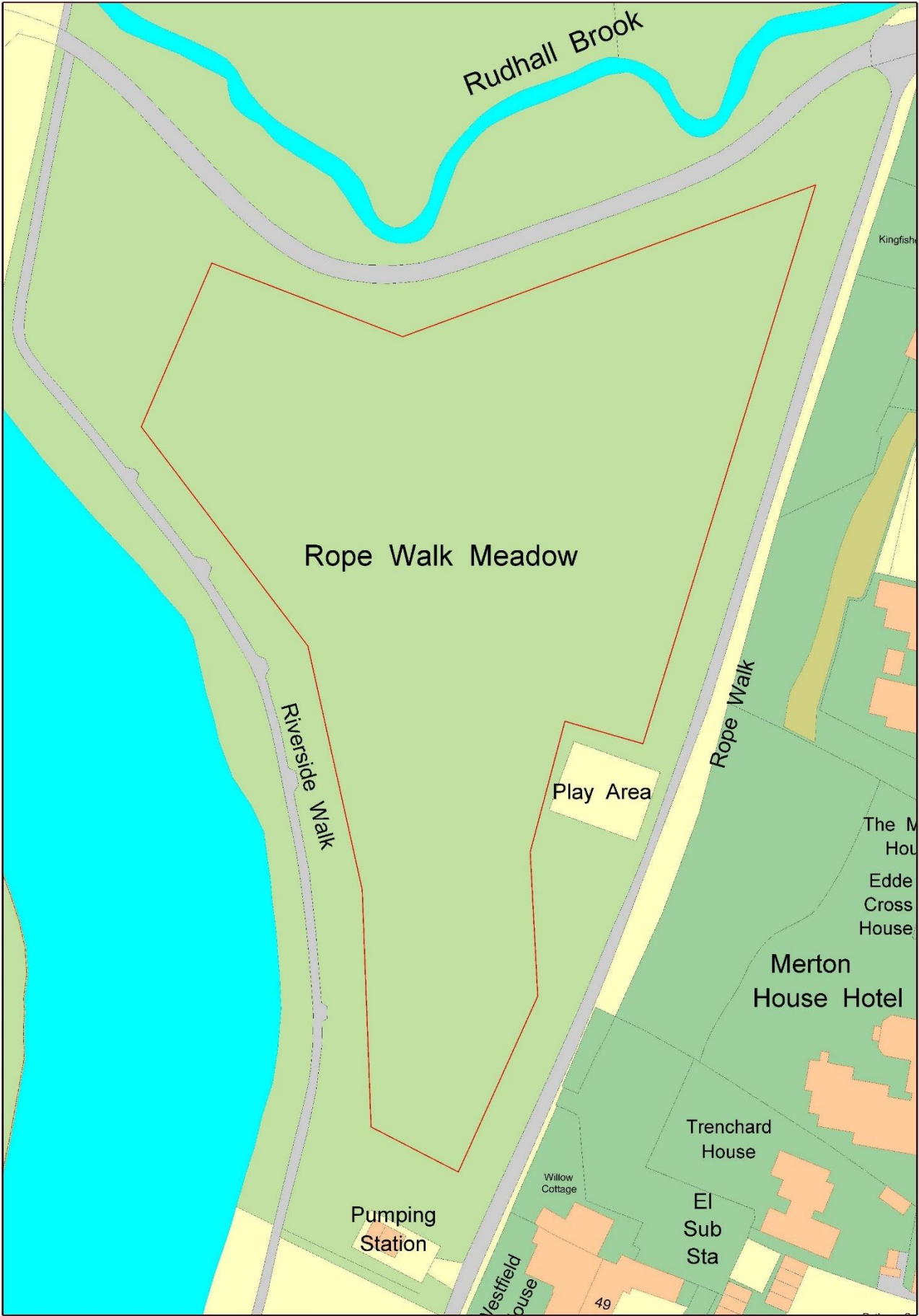
Name: Dated:

Please complete all sections, together with the completed Privacy Notice form, the admin fee and deposit, a copy of your Public Liability Insurance and a copy of your risk assessment to Ross-on-Wye Town Council, Town Hall, Cantilupe Road, Ross-on-Wye, HR9 7AN. Phone: 01989 562373 email: admin@rosstc-herefordshire.gov.uk

7. SITE MAPS







Rudhall Brook

Kingfisher

Rope Walk Meadow

Riverside Walk

Play Area

Rope Walk

The M
Hou
Ede
Cross
House

Merton
House Hotel

Trenchard
House

Willow
Cottage

El
Sub
Sta

Pumping
Station

Westfield
House

49

For Office Use

Authorised by:
Date:

Copy of Public Liability Insurance Received:
Copy of Risk Assessment Received:
Deposit Cheque Received:
Payment Received:

Privacy Notice for Open Spaces and Special Events Hire

Your details are held by Ross-on-Wye Town Council (the data controller) in accordance with the Data Protection Act to enable the administration of the application.

The legal basis for processing this data is to enable the Council to process the contract. If you include any personal details on this application on behalf of an organisation or group, the legal basis for processing this data is your consent to do so. You can withdraw your consent at any time by notifying us. Our contact details to do so, or for any other queries, is Town Hall, Cantilupe Road, Ross-on-Wye, HR9 7AN.

We will keep your data for six years plus the current financial year, which runs from 1st April to 31st March. Your information will not be shared further.

Individuals have a number of rights under data protection law, including the right to request their information. You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office <https://ico.org.uk/>

Information you provide will only be used for the stated purpose. Further information about the processing of your data can be found on our website at <http://www.rosstc-herefordshire.gov.uk/>

Data Protection: Please confirm your consent below. You can grant consent to any or all of the purposes listed. You can withdraw or change your consent at any time by contacting us directly.

- We may contact you to keep you informed about what is going on in the Council's area including news, events, meetings and activities. These communications may also sometimes appear on our website, or in printed or electronic form including social media.
- We may use your name and photo in our newsletters, or on our website, or our Facebook page.

KEEPING IN TOUCH

- Yes please, I would like to receive communications by email.
- Yes please, I would like to receive communications by telephone.
- Yes please, I would like to receive communications by mobile phone including text message.
- Yes please, I would like to receive communications by social media including Facebook.
- Yes please, I would like to receive communications by post.
- No, I would not like to receive any further communications other than for the purposes of this application.