

DURSLEY TOWN COUNCIL

WAR MEMORIAL RECREATION GROUND, DURSLEY

TERMS AND CONDITIONS FOR COMMERCIAL USE

EVENT:

DATE:

ORGANISING BODY (*hirer*):

MAIN CONTACT:

Address:

Tel/email:

1. The period of time which the event will operate will be decided by Dursley Town Council.
2. Unless otherwise agreed, the area occupied by the event will be approximately 300 ft. x 200 ft. adjacent to the Kingshill Road. The entrance will be from the Kingshill Road.
3. In the event of prolonged wet weather, representatives of the Town Council with the hirer or their Agents will decide beforehand if the event should take place.
4. Should restrictions be imposed due to an outbreak of Foot & Mouth or any other disease / national directive, Council reserves the right to cancel the booking immediately and without notice.
5. In addition to the rent* for the field, the hirer will also pay a bond*, part or the whole of this amount may be used to put right any damage to the field if not put right by the hirer within 21 days of vacating the site. Should the damage exceed the bond* amount, the Council will have the right to charge any extra sum of money involved. The bond will be returned to the hirer within 21 days, subject to the field being left satisfactory to the Council. The Council agrees to waive the bond for events/activities which it considers to be 'low impact'.
6. The rent* and bond* for the field will be paid seven days in advance prior to the hirer entering the field.
7. The hirer shall make an application to the local Police to patrol the event when in operation and if considered necessary.
8. Current insurance cover against public liability, risk assessments of the event, and current test certificates for all rides and equipment including inflatable structures) shall be made available by the hirer for inspection by the Town Clerk before the event opens to the public. The hirer is advised to arrange insurance cover to protect against cancellation e.g. due to bad weather, as the Council will not be liable for any loss of costs.
9. **The hirer is responsible for obtaining a Temporary Event Notice under the Licensing Act 2003, if this is required, a copy of the application and consent must be sent to Dursley Town Council immediately upon receipt, and in all cases, before the event takes place.**

10. All music played during operation of the event/activity will be kept at the lowest volume possible so that it does not cause a nuisance to the surrounding residents. Stroud District Council Environmental Health Department should be consulted for advice concerning this matter. Furthermore in order that there is no disruption to the school day at neighbouring schools, music volume and engine/equipment noise should be kept to a minimum during the school term time until after 17.00 hours.
11. Entry and exit from site and times of opening shall be as follows:-

Enter site:
Open:
Leave site:
12. The hirer shall maintain and leave to the satisfaction of the Council the area taken up by the event, in a clean and tidy condition, also put right any superficial damage to the area of ground rented to him (as under Clause 5) and that the hirer shall also maintain proper health and sanitary conditions, as laid down by the Showmen's Guild where relevant.
13. The Town Council will allow water for cleaning, drinking and domestic purposes free of charge if requested in advance.
14. During the period that the event is in operation and where relevant, the hirer will hold the full entertainment rights. No other organisation, e.g. Round Table, Scouts, Community Centre, will engage other showmen whether Guild or Non-Guild members. This does not include such events or shows that those organisations may put on themselves for charity or other purposes, or model train rides, Punch & Judy shows or palmistry.
15. The Town Council may add or omit any of the Clauses with the exception of item 14 as the hirer, if a member of the Showman's Guild, could face a heavy financial fine from the Showmen's Guild if any Non-Guild or part-time showmen are engaged by other people.
16. Should these terms and conditions be acceptable, the hirer will return a copy to Dursley Town Council signed by the hirer.
17. Regarding animals, Council is prepared to consider waiving the regulation banning dogs from the ground, if asked to do so in advance, thereby allowing guard dogs only, but the dogs must not be allowed to run loose or be exercised within the boundaries of the Recreation Ground. There should be no other animals including fish and/or birds, kept on the site without prior permission.
18. Should these terms and conditions be acceptable, please sign and return a copy to the Town Clerk, Dursley Town Council, Jacob's House, Castle Street, Dursley. Glos. GL11 4BS. Tel 01453 547758. email clerk@dursleytowncouncil.gov.uk

Signed

Date

*Dursley Town Council's Recreation Fees and Charges are attached. Please note that these are reviewed annually, new fees and charges may apply depending on the hire date/s.