



General Regulations for the Organised Use of Premises and Public Open Spaces

Scope of these Regulations

1. These regulations apply to the booking of the following premises and grounds which are in the ownership and/or responsibility of Tetbury Town Council and suitable for organised events.

General Regulations

2. The person signing the application ('the User') will be personally responsible for compliance with these regulations. If this person steps down as the nominated contact, the person taking over responsibility must confirm this in writing by email, letter or fax.

3. The User must ensure that there is a responsible adult present and able to supervise at all times during the letting. In the event of a function being organised by or for persons under the age of 18 years the booking must be made by, and will be the responsibility of, a responsible adult.

4. The premises/ground may only be used by the group on whose behalf the application is made.

5. The User shall be held responsible for the effective supervision of the arrangements and people present during the period of booking.

6. The Council or its agents reserve the right to immediately terminate the booking and/or agreement if there are concerns about any aspects of the activity, including the behaviour of spectators and those taking part in any activities. The Council reserves the right of entry for its staff or agents at all times to monitor this.

7. On behalf of the Council, the Town Clerk may impose special conditions on a letting or authorise other people to do so. This may include requirements as to fire precautions, security of persons or premises, the exclusion or admission of any person, animal or item of equipment or the arranging of insurance cover.

8. Whilst the Council is unable to guarantee the fitness, suitability or conditions of the premises or grounds at the commencement of the letting, every effort will be made to ensure that they are in a reasonable state.

9. The User must ensure that any rubbish is cleared away and that the premises and grounds are left in the condition in which they were found. Food items must be removed from buildings and disposed of appropriately. The User will be responsible for reimbursing the Council for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.

Fees and Charges

10. The Council does not charge a fee for occasional use of community land or buildings. However, applicants should be aware that the Council will charge for any costs incurred when determining the suitability of a new activity.

11. The User must pay the Council the cost of any damage resulting from a letting. This includes the site, any buildings or other structures, and any equipment stored within.

12. If a booking is cancelled after being approved the Council reserves the right to charge for any costs it has incurred.

13. If it is necessary for the Council to undertake extra cleaning the User will be charged an hourly rate, plus a 15% administration fee. This must be paid on receipt of the invoice otherwise all remaining bookings will be cancelled.

Users' responsibilities for Buildings/Premises

14. The Council may lend keys to the User if required. All copies must be returned at the end of the booking by hand or by recorded delivery. The User is responsible for the cost of replacing any lost keys.

15. If keys are supplied, the User is responsible for the security of the site during the booking must leave it securely locked at the end of the event. If the User fails to keep the site secure they will be liable for any costs resulting from unauthorised access.

Users' responsibilities for Public Open Space

16. During the period of booking members of the public must be freely allowed to access other parts of the public open space without charge.

17. Users are responsible for compliance with the Council's Regulations for use of its Open Spaces, as posted on noticeboards at each site concerned.

Regulations for the outdoor use of bouncy castles on Council-owned land

18. Bouncy castles **MUST** be hired from a reputable company with Public Liability Insurance of £5 million. They must check that the equipment is in good working order before delivering it to site. The bouncy castle operator must supply suitably qualified and experienced staff to supervise the use of the equipment throughout the event, in which case they should be referred to this document.

19. The event organiser must provide a Disclosure and Barring Service check for any/all staff employed to supervise the bouncy castle.

20. No later than one month prior to the booking, the event organiser must supply a Risk Assessment specific to the proposed use of the site for a bouncy castle.

Insurance

21. The Council's insurance does not extend to the User's liabilities. The User is responsible for providing whatever insurance is required to cover this liability.

22. It is a requirement of the Council that all Users of council owned facilities (including individuals or groups of friends organising an event that is open to the public) have adequate public liability insurance, which must include an indemnity for damage to the Council's property. Where public liability insurance is required, a minimum cover of £5 million must be provided. The policy details must be supplied before the booking can be finalised.

23. The User is responsible for deciding whether or not to provide insurance cover for any property or equipment left at the premises.

24. Where an individual or a group of friends or neighbours are organising a private event to be attended by 30 or more people, where they will only be inviting their friends or family to attend, the person completing the booking form retains the liability and it is their decision as to whether they take out insurance to cover themselves.

Legal Requirements

25. The User shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The User shall be fully responsible for obtaining any licences or any other permission required, always providing that no such application shall be made without the prior permission of the Town Council.

26. The User shall comply with Section 12 of the Children and Young Persons Act 1993, that is to say that, where any play or entertainment is provided at which the majority of persons attending are children, if the number exceeds 100, it shall be the duty of the User to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.

27. The User will at all times during the letting, act in accordance with the Equality Act 2010. In particular the need to eliminate unlawful discrimination, victimisation and harassment, to advance equality of opportunity for all and to foster good relations between persons of diverse groups, and to co-operate with the Council in monitoring compliance with this provision.

28. The User shall ensure that those attending the event comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. For the purposes of the Act 'premises' includes tents, marquees and even canvas awnings. If any legal action is taken remuneration of any expenditure incurred shall be forwarded to the Team/Club for full settlement.

29. The User is specifically forbidden to use, or allow the use of, the booked premises for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

Equalities

30. Tetbury Town Council will treat everyone fairly, challenge inequalities and promote opportunities for all. We expect organisations hiring our facilities to have in place constitutions which will include a commitment to provide equality of opportunity to all users and spectators, challenge inequality and recognise diversity.

31. Failure by the User/user to comply with any or all of the foregoing regulations, whether intentionally or not may be deemed by the Town Clerk to be just cause for the immediate cancellation of any use.

Contact Us

If you require further information please contact us using the details below:

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