



St Ives Town Council Twinned with Stadtallendorf

Town Clerk: Alison Benfield BA (Hons) FSLCC

Town Hall, Market Hill, The Old Riverport, St Ives, Cambridgeshire, PE27 5AL
Telephone: 01480 388929 Email: clerk@stivestowncouncil.gov.uk

LICENCE FOR USE OF TOWN COUNCIL LAND

Date sent: Reference Number:
(Please quote in ALL correspondence and with payments)

Parties: and St Ives Town Council

- (1) St Ives Town Council, named in clause 1.2, herein named "the Council".
- (2) The person or organisation named in clause 1.3 ("Licencee").

AGREED as follows:

1. In consideration of any fee described in clause 1.4, the Council agrees to permit the Licencee to use the land described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are the terms of this Licence. This Licence includes the annexed General Terms and Conditions of permission and the Special Conditions (if any) set out in the attached Schedule.

1.1 Date(s) required:

Location	Dates or pattern	Period	Total hours	Hourly rate	Fee total
				£	£
				£	£

Please ensure that you give sufficient time to prepare for people to arrive and to tidy up after your event.

1.2 St Ives Town Council:

(a) Authorised Representative Alison Benfield, Town Clerk
 Address St Ives Town Council, Town Hall, Market Hill, The Old Riverport, St Ives, PE27 5AL
 Telephone Numbers & email 01480 388929 (Main switchboard) clerk@stivestowncouncil.gov.uk

1.3 Licencee:

(a) Name of event	
(b) Organisation (if applicable)	
(c) Licencee / Name of Organisation's Authorised Representative	
Address	
Telephone Numbers & email	

1.4 Charges and Fees

Fees to be charged	£	Special deposit or pre-authorisation to be made	£
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This deposit will be refunded or the credit or debit card pre-authorisation charge cancelled within 28 days of the termination of the period of hire, provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the council about noise or other disturbance during the period of the licence or as a result of the licence.

Total Due Please indicate payment method	£	Cheques Payable to "St Ives Town Council"	Bank Transfer Account: 01325153 Sort Code: 30-94-47	Cash To the Town Hall, Market Hill, PE27 5AL
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Please quote your invoice no. This amount being payable at the time of booking confirmation unless otherwise agreed. Should a cheque bounce or pre-authorisation fail, the council may seek to cover all costs incurred in securing the monies.

Please indicate the hire type: Commercial Use Community use

Licencees are reminded that incorrectly completing this section may be treated as a breach of terms and conditions.

For the return of your deposit if applicable please tell us: (Remember, bank transfers are cheaper and help to keep charges down.)

Name to be placed on Cheque:	Account Number:	Sort Code
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1.5 Land for use

Please describe clearly the land to which the application shall apply. This should be more specific than "Slepe Hall Field" or the "Waits" so as to make clear the extent of the area subject of the Licence.

1.6 Purpose/description of hiring (such as children’s birthday party):

1.7 Will tickets be sold for your event? Yes/No (If yes please provide details below.)

1.8 Is food to be provided at the event? Yes/No (If yes please provide details below.)

2. If you are undertaking a regulated or licensed event please give details below:

2.1 Is alcohol to be provided at the event? Yes/No (If yes please provide details below.)

If you answered yes to the above question, you will need to seek written permission from the council before any application can be made for a Temporary Event Notice or alcohol can be sold by an otherwise authorized body.

2.2 Where a licensable activity will take place, the Licensee hereby acknowledges that they shall be required to comply with all relevant legislation as well as any additional stipulations put in place by St Ives Town Council.

2.3 The Licensee agrees not to exceed the number of people permitted in the agreement, including the organisers/performers and guests which shall be agreed as:

2.4 Music Licensing:
St Ives Town Council does NOT have licences and the Licensee agrees to be responsible in obtaining these, or ensuring any external music brought in eg DJ, obtain these as appropriate. You can find out more at www.prsformusic.com and www.ppluk.com

2.5 In order to hold a licensable activity on the land a Temporary Event Notice (TEN) will need to be made to the licensing authority with written permission to apply having been given by St Ives Town Council. We will require evidence that it has been granted prior to commencement of any activity. Failure to do so will result in cancellation of the hiring without compensation.

This however does not apply where it is not needed, for example family parties, unless alcohol is sold.

3. The Licensee agrees with the council to be present (by its authorised representative, if appropriate) during the period agreed and to comply fully with this Licence.

4. It is hereby agreed that the General Terms and Conditions of permission together with any additional conditions imposed under other St Ives Town Council policies or that the Clerk to the Council deems necessary shall form part of the terms of this Licence unless specifically excluded by agreement in writing between the council and the Hirer.

The General Terms and Conditions of permission as well as our policies are available to all users on our website www.stivestowncouncil.gov.uk and can be sent on request by email or post. If the Licensee is in any doubt as to the meaning of any of the conditions, the Town Clerk or other authorised representative should be consulted immediately.

5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the council:

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable:

General Terms and Conditions of permission

These provisions shall exist in addition to any requirements set out in St Ives Town Council policies or as provided for in legislation including by-laws. In particular nothing in these terms shall override any provisions made in the Use of Land Policy as currently in force and agreed by St Ives Town Council.

1.00 Age

The Licencee, not being a person under 18 years of age, hereby accepts responsibility for being in charge at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2.00 Supervision

The Licencee shall, during the period of the hiring, be responsible for: supervision of the land as agreed; its care, safety from damage however slight or change of any sort; and the behaviour of all persons using the land whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Council, the Licencee shall make good or pay for all damage (including accidental damage) to the land or to the fixtures, fittings and equivalent.

3.00 Use of the land

The Licencee shall not use the land for any purpose other than that described in the Licence and shall not sub-let or use the land or allow the land to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the land anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

4.00 Insurance and indemnity

- a) The Licencee shall be liable for:
- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the land including the curtilage thereof or the contents of the land
 - (ii) all claims, losses, damages and costs made against or incurred by the council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the land (including the storage of equipment) by the Licencee, and
 - (iii) all claims, losses, damages and costs made against or incurred by the council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the land by the Licencee, and

subject to sub-clause (b), the Licencee shall indemnify and keep indemnified accordingly each member of the council and the council's employees, volunteers, agents and invitees against such liabilities.

- b) The council shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial Licencees, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The council shall claim on its insurance for any liability of the Licencee hereunder but the Licencee shall indemnify and keep indemnified each member of the council and the council's employees,

volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

- c) Where the council does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Licencee shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the council. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Licencee.

The council is insured against any claims arising out of its own negligence.

5.00 Gaming, betting and lotteries

The Licencee shall ensure that nothing is done on or in relation to the land in contravention of the law relating to gaming, betting and lotteries.

6.00 Music Copyright licensing

The Licencee shall ensure that the council holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Licencee holds such licence or permissions as may be required.

7.00 Film

If undertaking a showing of any form Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Licencees should ensure that they have the appropriate copyright licences for film.

8.00 Childcare Act 2006

The Licencee shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Licencee shall provide the council with a copy of their DBS check and Child Protection Policy on request.

9.00 Public safety compliance

The Licencee shall comply with all conditions and regulations made in respect of the land by the Local Authority, the Licensing Authority, and any other appropriate Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Licencee shall also comply with other policies as appropriate including those covering provisions such as health & safety and equality & diversity.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the council.

10.00 Noise

The Licencee shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Licencee shall, if using sound amplification equipment comply with any other licensing condition for the land or event.

Excessive noise which may interfere with other Licencees, or with neighbouring properties, may be treated as a breach of contract and can lead to the loss of deposit and/or cancellation of future bookings without refund.

- 11.00 Drunk and disorderly behaviour and supply of illegal drugs**
The Licencee shall ensure that in order to avoid disturbing neighbours to the land and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the land. Drunk and disorderly behaviour shall not be permitted either on the land or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the land in accordance with the Licensing Act 2003.
- 12.00 Health and hygiene**
The Licencee shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat stored for long periods must be refrigerated and stored in compliance with the Food Temperature Regulations.
- 13.00 Electrical appliance safety**
The Licencee shall ensure that any electrical appliances brought by them and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Licencee must make use of it in the interests of public safety.
- 14.00 Stored equipment**
The council accepts no responsibility for any stored equipment or other property brought on to or left at the land, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.
The council may, use its discretion in any of the following circumstances:
- a) Failure by the Licencee either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
 - b) Failure by the Licencee to dispose of any property brought on to the premises for the purposes of the hiring.
- This may result in the council disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Licencee any costs incurred in storing and selling or otherwise disposing of the same.
- 15.00 Smoking**
The Licencee shall, and shall ensure that the Licencee's invitees, 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 Licencee shall ensure that anyone wishing to smoke disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.
- 16.00 Accidents and dangerous occurrences**
Any failure of equipment belonging to the council or brought in by the Licencee must also be reported as soon as possible. The Licencee must report all accidents involving injury to the public to a council officer as soon as possible and complete the relevant section in the council's accident book. Certain types of accident or injury must be reported on a special form. The council will give assistance in completing this form and can provide contact details.

17.00 Explosives and flammable substances

The Licencee shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the land and that
- b) No decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Council. No decorations are to be put up near light fittings or buildings without details being provided and permission given.

18.00 Heating or cooking

The Licencee shall ensure that no unauthorised heating or cooking appliances shall be used on the land when open to the public without the written consent of the Council. This shall include all forms of portable appliances.

19.00 Animals

The Licencee shall ensure that animals (including birds) brought on to the land is agreed by the council in advance. This shall except guide and assistance dogs and animals as appropriate.

20.00 Fly posting

The Licencee shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place on council land, and shall indemnify and keep indemnified each member of the council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21.00 Sale of goods

The Licencee shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Licencee shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22.00 Cancellation

If the Licencee wishes to cancel the booking before the date of the event and the council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the council.

The council reserves the right to cancel this hiring by written notice to the Licencee in the event of:

- a) the land being required for use by another local government or associated body.
- b) the council reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place on the land as a result of this hiring.
- c) the land becoming unfit for the use intended by the Licencee.
- d) an emergency requiring use of the land for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Licencee shall be entitled to a refund of any special deposit already paid, but the council shall not be liable to the Licencee for any resulting direct or indirect loss or damages whatsoever.

- 23.00 End of hire**
 The Licencee shall be responsible for leaving the land and surrounding area in a clean and tidy condition, removing any waste arising from their booking, properly locked and secured if necessary or unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the council shall be at liberty to make an additional charge.
 A function must terminate in time for the land to be fully vacated by the stipulated finishing time. This includes any clearing up activities and removal of vehicles. Please ensure when booking that you have included sufficient time for setting up and clearing away. Booking times must be strictly adhered to so that they do not interfere with other Licencees and staff duties.
- 25.00 No alterations**
 No alterations or additions may be made to the land nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the land or objects thereon without the prior written approval of the council Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the council remain at the end of the hiring. It will become the property of the council unless removed by the Licencee who must make good to the satisfaction of the council any damage caused to the land by such removal.
- 26.00 No rights**
 The Hiring Agreement constitutes permission only to use the land and confers no tenancy or other right of occupation on the Licencee.
- 27.00 CCTV, policing, information sharing and enforcement**
 To improve security the council has installed CCTV at a number of locations. In addition we work closely with the police and other authorities and organisations and may share information relating to your booking and any details that you have provided to us.
 By entering, or parking, on our premises you agree that your image and details may be recorded for enforcement purposes and shared and that you will inform those participating and your invitees as appropriate.
- 28.00 Use of own or hired equipment**
 Where a Licencee wishes to use external equipment prior authorisation must be requested. It should be noted for example that use of a Bouncy Castle has to be insured by the Licencee or their contractor and any terms set out followed.

Responsible Officer	Town Clerk	Date effective from	March 2017	Review date	March 2018
Author	Town Clerk	Date last amended	March 2017	Current Status	v1.0