ELLESMERE TOWN COUNCIL

1-3 Willow Street
Ellesmere
Shropshire
SY12 0AL
Tel: 01691 622689

Email:jo.butterworth@ellesmere-tc.gov.uk

New Wharf Square, Ellesmere - Terms and Conditions of Hire

1. Definitions:

- Council / Authority: The body responsible for managing the public open space.
- Hirer: The individual, group, or organisation applying to use the space.
- Event: The activity, gathering, or function conducted by the Hirer.
- Premises / Space: The designated public open space approved for hire.

2. Application & Approval

2.1 All applications must be submitted through the designated booking form.
2.2 Approval is not guaranteed and is subject to availability, suitability, and compliance with these terms.
2.3 The Council reserves the right to refuse or cancel bookings at its discretion.
2.4 The Hirer must provide accurate and complete information. False or incomplete information may result in cancellation or additional charges.

3. Fees & Payments

3.1 All fees must be paid by the due date specified in the booking confirmation.
3.2 Failure to pay fees may result in cancellation of the booking.

4. Use of the Space

4.1 The Hirer may use the space only for the purposes stated in the application.
4.2 The Hirer must ensure that noise, lighting, and activities do not unreasonably disturb nearby residents, businesses, or users.
4.3 Commercial activities, food sales, and amusement devices may require additional permits.

4.4 The Hirer must not obstruct public access to surrounding paths, facilities, or emergency routes without prior approval.
4.5 The space must be returned to its original condition at the end of the hire period.
4.6 The Hirer is responsible for the removal of all waste.

5. Compliance, Laws & Permits

5.1 The Hirer must comply with all applicable laws, regulations, and Council policies.
5.2 The Hirer is responsible for obtaining any required permits, including:

- Alcohol licences
- Temporary event permits
- Food vendor permits
- Road closure approvals
- Amplified music approvals

5.3 The Hirer must comply with police, fire, and emergency service instructions.

6. Insurance & Liability

6.1 The Hirer must hold valid public liability insurance (typically £5–10 million coverage).
6.2 Proof of insurance must be provided prior to event approval.
6.3 The Council is not liable for:

- Loss or damage to the Hirer's equipment or property
- Personal injury resulting from the Hirer's activities

6.4 The Hirer indemnifies the Council against claims arising from their use of the space.

7. Safety & Risk Management

7.1 The Hirer must ensure the safety of all participants, staff, and attendees.
7.2 A risk management plan will be required for all events.
7.3 The Hirer must provide adequate supervision, security, and crowd control where necessary.
7.4 Emergency vehicle access must always be maintained.
7.5 Fireworks, drones, and hazardous activities are prohibited unless specifically approved.

8. Infrastructure, Equipment & Facilities

8.1 Any temporary structures (marquees, stages, inflatables, etc.) require prior approval.
8.2 All structures must be safely installed and comply with relevant standards.
8.3 Electrical equipment must be tested and tagged.
8.4 There is no access to water or power at the site.

9. Environmental Responsibilities

9.1 The Hirer must protect vegetation, wildlife, and natural features.
9.2 No stakes, pegs, or digging are allowed without approval.
9.3 Waste must be or removed from the site.
9.4 Confetti, glitter, and environmentally harmful materials are prohibited unless biodegradable.

10. Alcohol, Noise and Behaviour

10.1 Alcohol consumption requires appropriate licensing and compliance with local laws.
10.2 Noise must be kept within regulated limits; amplified sound may require a permit.
10.3 Anti-social, offensive, or illegal behaviour is strictly prohibited.
10.4 The Hirer is responsible for attendee conduct.

11. Cancellations & Refunds

11.1 The Hirer may cancel a booking by providing written notice within the required timeframe (e.g., 14 days).
11.2 Refunds, if any, are subject to the Council's cancellation policy.
11.3 The Council may cancel an event due to:

- Severe weather
- Safety risks
- Breaches of the Terms
- Operational needs

11.4 The Council is not responsible for the Hirer's financial losses arising from cancellation.

12. Damage & Cleaning

12.1 The Hirer is responsible for all damage to the space or facilities caused by their event.
12.2 The space must be left clean and free of litter.
12.3 Additional cleaning or repair costs will be charged to the Hirer.

13. Termination of Event

13.1 The Council or its authorised officers may stop or terminate an event immediately if:

- Public safety is at risk
- The Hirer breaches these terms
- Illegal activity occurs
- Required permits or approvals are absent

14. Privacy & Data Use

14.1 Personal information collected during the booking process will be handled in accordance with privacy laws.
14.2 Information may be used for safety, compliance, and administrative purposes.

15. Acceptance

By submitting an application or paying a booking fee, the Hirer acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions of Hire.

Signed_____ **Date:**_____