



APPLICATION FOR THE USE OF:

PRIORY PARK, GREAT MALVERN.
(Special conditions apply at this location)

BELLE VUE ISLAND, GREAT MALVERN.
(Amplified music is not allowed at this location)

ROSE BANK GARDENS, GREAT MALVERN

SLING LANE, MALVERN LINK

HANLEY ROAD CAR PARK, UPTON UPON SEVERN.

IDENTIFY LOCATION WITH 'X'



**APPLICATION FOR APPROVAL TO USE
COUNCIL OWNED OPEN SPACE FOR SPECIAL EVENTS.**

Applicants must complete all sections and return the form to Malvern Hills District Council, Customer Services Centre, Council House, Avenue Road, Malvern, WR14 3AF, determination of the application will be forwarded in due course.

(Note: at least 56 days prior notice is required in order to process the full application)

Please ensure you have discussed the date of your booking with Malvern Theatres (01684 892277) before you complete this form.(Applies to Priory Park only)

FEES

A deposit of **£200** must be submitted with this application together with a copy of any **Public Liability Insurance**. If approval is not granted the whole of the deposit will be refunded.

The **£200** deposit is made up of **£50**, which will be refunded after a charge for electricity use has been deducted from it and an additional **£150**, which will be refunded in whole or part when the site is deemed clean and tidy after the event.

In relation to events where amplified music is performed or played a further deposit of **£150 is required**. This deposit will only be used to defray expenses incurred if Environmental Health Officers are called to the event.

A further fee towards administrations costs of **£25** in relation to small events, i.e. less than 100 persons attending, and **£100** for events of over 100 persons or involving use of amplified music is payable

Name of Organisation.....

Address for the Organisation:

Applicants Name:

Event Organiser (if different).....

Position in Organisation:

Applicants Correspondence Address:

.....

Applicants Telephone No: (Day) (Evening)

Organisers Telephone No; (Day).....(Evening).....

Email: **Mobile No:**.....

Event Title:(The "Event")

Purpose of the Event:

Area/s Required:

(Note: Please indicate approximate area required for the Event by marking on map)

Date(s) of the Event:

Start time:

Finish Time:

No event will be permitted to finish beyond 10.00pm on any evening. (see conditions attached)

Details of Event(use separate sheet if necessary)

(Note: The applicant is advised not to enter into any contracts with traders, etc., until receiving full approval for the event)

Number expected at Event**Amplified Music?.....YES/NO**

Do you wish to sell alcohol at the event? YES / NO

(This requires a separate licence)

What provision have you made for toilet facilities?

What provision have you made for First Aid cover?

Please provide the names and contact details for TWO stewards for the whole of the event:

1.....

2.....

The organisation must have Public Liability Insurance to cover this event.

In signing this application you are confirming that you have read and agree to be bound by the standard conditions of hire in respect of the area identified, together with any special conditions.

Signed.....Name(CAPITALS).....

OFFICE USE ONLY

ADMIN FEE RECEIVED.....YES/NO

DEPOSIT RECEIVED.....YES/NO

Copy of public liability insurance received: YES/NO

Other licenses / permissions required

USE OF OPEN SPACE AS ABOVE GRANTED :.....(Officer)

Electric reading: Before event..... After event

Electricity charge:

Site found to be tidy after event Yes/No **Comments:**

Deposit amount to be returned £ Date returned:

Entered in Customer Services Diary: Date.....Officer

Copy to Environmental Health (Licensing): Date.....Officer

Copy of this application sent to: Malvern Splash/Malvern TIC/Malvern Theatre/Residents

Liaison/Environmental Services(Noise Team)(**please tick**).....**Date**



STANDARD CONDITIONS OF HIRE

1. Applications

All correspondence and applications for the Hire of Premises or Open Spaces must be made to the Head of Environmental Services who reserves the right to call for further particulars of the proposed Hiring.

2. Hirer

The Applicant must be over 18 years of age and shall be the person by whom the form of application for the Hiring is signed. Such person shall be responsible for the payment of all fees due in respect of the Hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and any special conditions that the Council may impose and on the part of the Applicant to be observed and performed.

3. Use

- (a) No part of the Premises or Open Space is to be used for any purpose other than the purpose of the Hiring.
- (b) No part of the Premises or Open Space is to be used for any unlawful purpose or in any unlawful way.
- (c) The Applicant shall not enter upon the Premises or Open Space prior to the period of hire specified in the form of application for the purpose of setting up equipment, stalls or for any other purpose unless the Applicant shall have obtained prior written consent of the Council.
- (d) **The Event Organiser will notify the Fire Safety Department at least 28 days in advance of the event.**
- (e) **The Event Organiser will notify the Police and the Local Authority Street Scene Department at least 28 days in advance of the event.**
- (f) **Risk Assessments and theatre risk assessments where appropriate will be carried out by the hirer prior to each event.**
- (g) **The Event Organiser WILL notify residential properties around the curtilage of the premises or open space of ANY event involving amplified music at least 28 days prior to the event taking place.**
- (h) **All lighting effects shall take place only within the permitted hours.**

4. Fees and Charges

- (a) The Applicant shall pay to the Council the deposits as may be determined by the Council. At the conclusion of the event, the deposit will be fully refunded save for the costs of any utility use or costs involved in returning the site to its condition prior to the hire period.
- (b) The Applicant will be responsible for an additional deposit which will be used to defray expenses incurred by the Council in relation to the attendance of any Council Officer called to investigate complaints of excessive noise nuisance.
- (c) The Council reserves the right to refuse access to the premises or Open Space hired if the whole of the fees have not been paid or if these regulations have not been complied with.

5. Payment of charges

All charges must be paid at the time of booking and no booking will be accepted later than **56** days prior to the date of Hiring. Special arrangements may be made for payment for repeat bookings.

6. Supervision

- (a) During the Period of the Hiring the Applicant is to be responsible for:-
- (aa) the efficient supervision of the Premises or Open Space including (without prejudice to the generality of the above):
 - (i) the effective control of children
 - (ii) the orderly and safe admission and departure of persons to and from the Premises or Open Space.
 - (iii) the orderly and safe vacation of the Premises or Open Space in case of emergency
 - (ab) the safety of the Premises or Open Space
 - (ac) the preservation of good order and decency in the Premises or Open Space
 - (ad) ensuring that all doors (if any) giving egress from the Premises or Open Space are left unfastened and unobstructed and immediately available for exit
 - (ae) ensuring that no obstruction is placed or allowed to remain in any way giving access or egress to the Premises or Open Space
- (b) The Event Organiser is to provide such number of competent stewards and attendants as may in the opinion of the Council be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 for every 200 persons (or part of 200 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons) present. A minimum of **TWO** stewards will be required at each event. **All stewards to be named and be readily identifiable through the use of high visibility vests or identification badges. Stewards details to be provided to the Council prior to any event taking place.**

7. Expiration of Period of Hiring

At the expiration of the period of the Hiring the Applicant is to leave the Premises or Open Space in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above) the Event Organiser to remove all equipment previously brought in by or on behalf of the Applicant. **Dismantling and removal of equipment will not be permitted between 23.00 and 07.00 the following morning. Site tidying and securing is to be completed by 23.00 and where equipment is left overnight, named stewards shall remain on site. The event organiser will provide a litter picking patrol.**

8. Acceptance of Conditions of Hire.

The acceptance of conditions of hire is personal to the applicant and hiring organisation and is not assignable or capable of being sub-hired.

9. Damage to Council property

The Applicant/Event Organiser is to take good care of and not cause any damage to be done to the Premises or Open Space or to any fittings, equipment or other property in the Premises or Open Space. Save to the extent that the Council may be indemnified by insurance the Applicant/Event Organiser or

anyone for whom the Applicant/Event Organiser is responsible or anyone permitted by the Applicant/Event Organiser to enter the Premises or Open Space shall indemnify the Council against all such liabilities as are mentioned in this condition.

10. Injury to persons and loss of property

- (a) The Council will not be liable for the death of or injury to any persons attending the Premises or Open Space for the purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Applicant/Event Organiser in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the Council.
- (b) The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Premises or Open Space either by the Applicant/Event Organiser for his own purposes or by any other person or left or deposited with any officer or employee of the Council.
- (c) The Applicant/Event Organiser will indemnify the Council against all such liabilities as are mentioned in this condition.

11. Further exclusions of liability

- (a) The Council will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Premises or Open Space to be temporarily closed or the Hiring to be interrupted or cancelled.
- (b) The Council gives no warranty that the Premises or Open Space is legally or physically fit for any specific purpose.

12. Right of entry

The Council reserve the right for duly authorised members or officers or employees of the Council to enter the Premises or Open Space at any time for any authorised purpose, including for the purpose of ensuring compliance with the terms of the conditions of hire. Any ticket takers or stewards are to be notified accordingly by the Applicant.

13. Nuisance

The Applicant/Event Organiser shall not do anything or suffer or permit any person attending the Premises or Open Space to do anything likely to cause annoyance or to be a nuisance to neighbouring occupiers.

Amplified music will not be permitted for more than 3 hours continuously in any four hour period during the hire period.

14. Requests or Instructions

The Applicant shall comply with all requests or instructions of the Council relating to or concerning the Hiring.

15. Cancellation by Applicant

- (a) If the Applicant wishes to cancel the Hiring in whole or in part the Applicant must give to the Council notice to that effect.
- (b) If such notice is given not later than one month prior to the Period of the Hiring and if the Council are able to effect an alternative hiring then the Council will refund to the Applicant the Fee less a 25% administration charge but otherwise the Council will be entitled to retain the whole of the Fee.

16. Cancellation by Council

- (a) The Council may cancel the Hiring if the Premises or Open Space is required for any purpose in connection with a Parliamentary or local government election or if the premises or Open Space are rendered unusable by any such event as is mentioned in Clause 11(a).
- (b) If the Hiring is cancelled for any such reason as is mentioned in Condition 16(a) the Council will give to the Applicant the maximum practicable notice and refund the Fee but will not otherwise be liable to the Applicant.

17. Breach by the Applicant

Should the Applicant fail to observe and perform any of these conditions and any special conditions the Council reserves the right to:

- (a) Enter the site and if the required remedial actions are not taken terminate the event immediately, if necessary with the assistance of the Police.
- (a) Charge and recover from the Applicant any expenses incurred by the Council in remedying such failure including the employment of such agents as may be appropriate; and
- (b) Cancel the hiring of the Premises or Open Space by the Applicant forthwith without incurring any liability to the Applicant for the return of any fee or otherwise.
- (c) Prohibit any future hiring of any council owned facility by the applicant.

18. Statutory requirements

The Applicant shall not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or Open Space nor which would or might vitiate in whole or in part any insurance effected in respect of the Premises or Open Space.

19. Complaints

Any complaint arising out of the Hiring must be made in writing to the Council within 3 days after the expiration of the period of Hiring.

20. Council to act by its officers

The Council may act through any authorised officer and references in these Conditions to any approval, discretion, consent or requirement of the Council are deemed to be references to the approval, discretion, consent or requirement of any such officer and anything which the Applicant is required to produce to the Council is to be produced to such officer.

21. Notices

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Applicant specified in the Agreement in the case of a notice, demand or request to the Applicant and to the Head of Environmental Services, at the Council House, Avenue Road, Malvern, WR14 3AF in the case of a notice, demand or request to the Council.

PRIORY PARK
SPECIAL CONDITIONS

SC1 Car Parking

The Applicant/Event Organiser shall not park or allow to be parked any vehicles in or on Priory Park unless authorised in writing by the Head of Environmental Services.

SC2 Heavy Vehicles and Equipment

No heavy vehicles or equipment shall be brought onto Priory Park or the surrounding parkland without the prior written consent of the Head of Environmental Services and the Applicant/Event Organiser shall comply with all requirements of the Head of Environmental Services in connection with any heavy vehicles or equipment so authorised.

SC3 Posters and Advertisements etc

No fly posting or advertising material in connection with the purpose of hire shall be permitted in Priory Park without the written consent of the Head of Environmental Services.

SC4 Notification to Residents Association

Where amplified music is played or performed in Priory Park, the Residents Association contact as identified on the contact list must be notified of such event at the time of application for the use of Priory Park