

CONDITIONS FOR THE USE OF CAMBRIDGE CITY COUNCIL PARKS AND OPEN SPACES PAID FOR ACTIVITIES

Permission to Occupy

The Council gives permission to the Hirer, in common with the Council and all other authorised by the Council, to use the Venue for the Activity for the Hire Period in return for the Fee paid by the Hirer to the Council and full compliance by the Hirer with these terms and conditions.

Venue and Open Space

The Hirer agrees that:

- (a) the Hirer shall occupy the Venue as a licensee and that no relationship of landlord and tenant is created between the Hirer and the Council by this agreement;
- (b) the Council retains control, possession and management of the Venue and the Hirer has no right to exclude the Council from the Venue;
- (c) the permission to occupy the Venue is personal to the Hirer and not assignable;
- (d) the Hirer shall only operate the Activity on the space permitted by the Council at the Venue which may include a defined area of the park or space;
- (e) the Hirer shall only operate during daylight hours and no earlier than 6am;
- (f) the Hirer shall manage the Activity to minimise wear and tear on grassed areas (this includes rotating within the designated area or relocation as stated by the Council);
- (g) the Hirer shall prominently display at the Venue and during the Hire Period any relevant permit issued by the Council;
- (h) the Hirer shall request permission for advertising i.e. use of A frames and/or banners/ flags requires Council approval as per the Council's signage policy (which is available from the Council on request);
- (i) the Hirer shall not take any vehicle onto the Venue for the purpose of loading or unloading without the Council's prior consent.

Professional Standards and Behaviour

The Hirer shall:

- (a) only carry out activities for which they are suitably qualified and recognised by their registered professional body
- (b) not create any noise from training activities that unreasonably disturbs other users and adjacent residents;
- (c) always conduct themselves in an orderly and proper manner and be considerate to other users of the space and adjacent residents;
- (d) not attach advertising material, equipment or infrastructure or any other item to trees or park furniture;
- (e) comply with the requirements of the Equality Act 2000 and not commit any act of unlawful discrimination;
- (f) comply with all relevant laws on safeguarding;
- (g) not carry out any charitable collections, raffles or gambling.

Health and Safety

The Hirer shall:

- (a) take all necessary measures to comply with and ensure the compliance by it and all its employees, contractors and agents with the requirements of the Health and Safety at Work Act etc and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Hirer's employees, contractors and agents and other persons in the performance of this agreement;
- (b) carry out a comprehensive risk assessment for the Activity and provide a copy of the risk assessment to the Council at least 7 days prior to carrying out any Activities. The Hirer shall ensure that all necessary mitigation measures are put in place and maintained;
- (c) without undue delay, report any hazards or risks observed during the Activity and/or arising from it that may require the Council's attention;

(d) ensure that any temporary exercise equipment does not create any hazards or obstruction;

(e) ensure that first aid services and equipment are available appropriate to the size and type of fitness activity as well as the expected level of attendance;

(f) comply with all UK Government law and guidance and all Council policies, procedures and guidance that relate to COVID 19 (this includes but is not limited to rules on group sizes, social distancing, track and trace and the limitation and/ or cessation of activities including but not limited to the Activity).

Payment of the Hire Fee

The Hirer shall pay the Fee to the Council within 28 days of receipt of the Council's invoice. Time is of the essence in relation to payment of the Fee by the Hirer.

Failure to pay the Fee on time will entitle the Council to terminate this agreement and any or all of the Hirer's Activity with immediate effect and without any liability to the Hirer.

The Council reserves the right to review and increase the Fee annually to take effect from the 1st April.

Insurance

The Hirer shall hold and maintain public liability insurance with a limit of indemnity of £5million with an insurance company of repute to cover loss of or damage to property (belonging to the Council or otherwise) and injury or death of any person caused by the Hirer.

Litter and Reinstatement Damage

The Hirer shall ensure that the open space at the Venue where the Activity takes place shall remain litter free and that all rubbish and/or waste arising as a result of the Activity and/or persons engaged in it is collected and removed from the Venue (including at the end of the Hire Period). Any reasonable costs incurred by the Council to repair damage or remove waste caused by the Hirer and/or arising from the Hirer's Activities shall be reimbursed in full by the Hirer.

Cancellation and Termination

The Council reserves the right to cancel the Activity immediately (and at the Council's discretion any future bookings) prior to or at any time during the Hire Period by notice if the Hirer breaches these terms and conditions. The Hirer shall remain liable for all charges including cancelled future bookings.

The Council reserves the right to cancel the Activity immediately and/or terminate this agreement for any reason related to health and safety; if the Council does so it will give the Hirer such notice as is reasonably possible and provided the cancellation is not due to the acts or omissions of the Hirer, refund pro rata the part of the Fee relevant to the cancelled Activity.

The Council may terminate this agreement at any time for any reason on giving 28 days written notice to the Hirer and without liability to the Hirer.

The Hirer may terminate this agreement at any time for any reason on giving 28 days written notice to the Council in which case the Hirer shall promptly pay the Council any outstanding Fee and/or part of the Fee and/or charges due.

Prohibited Activities

When carrying out the Activities the Hirer shall not:

- (a) use park furniture, buildings and structures;
- (b) use any memorial or historical site;
- (c) use any areas that may be temporarily closed by the Council;
- (d) have exclusive use of public outdoor fitness equipment in parks and reserves;
- (e) operate within 20 metres of any playgrounds or play equipment;
- (f) operate within 20 metres of any public change room, toilet or kiosk areas;
- (g) use any designated sports field or facility without a specific booking;
- (h) conduct training on pathways;
- (i) conduct aggressive and intimidating activities;

(j) use whistles, megaphones, amplified music or amplified audio (voice) equipment;

(k) operate within 50 metres of any neighbouring residential property or distance as directed at the discretion of the Council's officer;

(l) operate outside of areas designated by the Council;

(j) operate any Activity at Cherry Hinton Hall (whether the Venue or not) prior to and during the Folk Festival when the park is closed to the public.

The Hirer acknowledges that sites may have defined areas of use only as shall be shown and demarked by an accompanying plan. The Council reserves the right to specify frequency of uses if required giving a notice period of 28 days to the Hirer.

The Hirer agrees that this agreement does not permit the Hirer to carry out any Activities at Cherry Hinton Hall prior to and during the Folk festival when the park is closed to the public.