

# Runnymede Borough Council

## Terms and Conditions of Hire of Open Spaces

Date 17<sup>th</sup> April 2025

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## **1 – Definitions and Interpretation**

- 1.01. "Hiring Fee" is the fee for hiring the land, i.e. the amount to be paid to use the Venue.
- 1.02. "Conditions" means these Booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.03. "Council", "The Council" and "We" means the Runnymede Borough Council and includes its successors in title.
- 1.04. "Security Deposit" is the amount required to be paid by the Hirer to the Council to cover any extra costs incurred by the Council to remedy any damage caused to the Venue by the Hirer during the Event
- 1.05. "Due Date" means 28 (twenty eight) days prior to the date of the Event.
- 1.06. "Event" means the purpose for which the Venue has been booked and includes any set-up and set-down time required.
- 1.07. "Hirer" or "You" means the Hirer or the representative of the hiring organisation booking the Event who pays any fees due under clause 2 below. This Booking is personal to the Hirer and may not be transferred or sublet to any other person.
- 1.08. "Corporate Head of Environmental Services" means the Council's Corporate Head of Environmental Services or equivalent role in title for the time being of the Council, or their duly authorised officer (s).
- 1.09. "Venue" means the location booked for the Event including the immediate surrounding area open to the public – this includes buildings, part of buildings and / or open land (this is not an exhaustive list).
- 1.10. The "Booking" grants the Hirer the right to use the Venue on a specified date(s) and time(s) for the sole purpose of the 'Event' as agreed by the Council.
- 1.11. "Written Notice" is not to include email communication.
- 1.12. "Fun fair" and "fairground" means any fairground ride or similar plant designed to be in motion for entertainment purposes with members of the public on or inside it or any plant which is designed to be used by members of the public for entertainment purposes either as a slide or for bouncing upon, and includes swings, dodgems and other plant which is designed to be in motion wholly or partly under the control of, or to be put in motion by a member of the public
- 1.13 "Amusement Device" includes fairground rides, transportable structures entered by the public (e.g., haunted houses, arcades, tents and booths) and shooting galleries where hazardous projectiles are fired. Examples include, but are not limited to, arcades, boats/pedalos, mobile climbing walls, coin-operated amusement devices, funhouses with moving floors and slides, hoopla and similar stalls, hot dog stalls, candy floss stalls, self-drive vehicles e.g., dodgems or karts, shooting galleries (with either hazardous or non-hazardous projectiles ), simulators, slides (e.g., helter skelter or astroslide), walk throughs (eg haunted house, horror maze, mirror maze), Walls of Death, water walkers.

## **2 - Fees and Security Deposit**

### **Payment**

- 2.01. When the Council agrees a hire, an invoice will be raised for the Hiring Fee. Payment of the Hiring Fee must be made in full within 14 days of the date of the invoice and no later than 28 (twenty eight) days prior to the event taking place.
- 2.02 If the hire is agreed later than 56 (fifty six) days prior to the Event taking place, the full Hiring Fee and Security Deposit are payable immediately.

- 2.03 All payments need to have been cleared at least 28 (twenty eight) days before the Event taking place for the booking to be confirmed and no Event will take place without a confirmed booking.
- 2.04 The Hiring Fee will be retained by the Council if the Event is cancelled by the Hirer.
- 2.05 The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g., electricity, water, marking of pitches etc. over and above the hire charge for the Event.
- 2.06 Payment of any additional fees must be made in full at least 28 (twenty eight) days prior to the date of the Event. If the hire is agreed later than 56 (fifty six) days prior to the Event taking place, the additional fees are payable immediately.

## Security Deposit

- 2.07 A Security Deposit is payable in advance to protect the Council against financial losses arising from damage or loss to the Venue as a result of the Event. See para 1.4.
- 2.08 When the Council agrees a hire, an invoice will be raised for the Security Deposit. Payment of the Security Deposit must be made in full within 14 (fourteen) days of the date of the invoice and no later than 28 (twenty eight) days prior to the event taking place.
- 2.09 If the hire is agreed later than 56 (fifty six) days prior to the Event taking place, the full Hiring Fee and Security Deposit are payable immediately.
- 2.10 If payment of the Security Deposit is not received in full by the stated date, the Council shall have the right to cancel the Booking immediately.
- 2.11 In the event of any damage or loss to the Venue, [including loss of keys in respect of removable bollards etc.] all or part of the Security Deposit will be forfeited to make good any such damage or loss.
- 2.12 The Hirer will be liable for the full costs of any damage, so should this exceed the Security Deposit the Council will issue an invoice.

## 3 - Refusal of Booking and Cancellation

### Refusal of Booking and cancellation by the Council

- 3.01. The Council reserves the right to refuse any application for the hiring of a Venue without being required to give any reason for such refusal.
- 3.02 If payment of the full Hiring Fee and Security Deposit is not received in full 28 (twenty eight) days before the Event is due to take place, **the Booking will automatically be cancelled** and the Hiring Fee retained by the Council. You will receive confirmation that the Booking has been cancelled and that the Hiring Fee is to be retained.
- 3.03 If the Hirer fails to prove to the Council's satisfaction that the Event will be run safely, this may lead to the hire agreement being cancelled the Council retaining the Hiring Fee.
- 3.04 The Council reserves the right to withdraw permission to use the Venue, for example if the Hirer fails to return a signed agreement letter or fails to pay the Hiring Fee and/or Security Deposit. If the cancellation is due to no fault of the Hirer, the Council will repay all payments made (including the Hiring Fee) within 28 (twenty eight) days of the cancellation. The Council shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.

- 3.05 The Council shall have the right to, at short notice, cancel any Booking forthwith in the event of an emergency or in any other circumstances where it is deemed necessary. This may include but is not limited to extreme weather, raised terror threat levels or unforeseen damage to or closure of all or part of the Venue. If the cancellation is due to no fault of the Hirer, the Council will repay all payments made (including the Hiring Fee within 28 (twenty eight) days of the cancellation.

### **Cancellation by the Hirer**

- 3.06 Notice of cancellation of the Booking by the Hirer must be received by the Council at least 28 (twenty eight) days before the Event is to take place. Written Notice should be addressed to the Council's Corporate Head of Environmental Services and be sent "signed for" or tracked delivery or hand delivered to the Council Offices. The effective date of the notice will be 28 (twenty eight) days from the date of service. The date of service is deemed to be 2 (two) working days from the date the notice is sent by the Hirer or the day it is hand delivered to the Council Offices. A receipt from the Council's Reception should be requested when delivering by hand.
- 3.07 If full fees have been received by the Council and the funds cleared, the Council will refund part of the sums paid, retaining the Hiring Fee.
- 3.08 Substitution and amendments to the Booking must be notified to the Council at least 28 (twenty eight) days before the Event is due to take place. Written Notice should be addressed to the Council's Corporate Head of Environmental Services and be sent "signed for" or tracked delivery or hand delivered to the Council Offices. The effective date of the notice will be 28 (twenty eight) days from the date of service. The date of service is deemed to be 2 (two) working days from the date the notice is sent by the Hirer or on the day it is hand delivered to the Council Offices. If hand delivered to the Council Offices, a receipt should be required from Reception.
- 3.09 Upon receipt of such notice, the Corporate Head of Environmental Services will consider the request and either cancel the Booking or amend the Hire as they consider appropriate. The fees will be amended accordingly. If the Booking is cancelled, para 3.06 will apply

## **4 - Use of the Venue**

### **Permission**

- 4.01 Permission to hire the land is subject to compliance with these terms and conditions concerning the use of land owned by Runnymede Borough Council and the Hirer's agreement to comply with them.
- 4.02 If permission to hire the land is granted the Council will issue the Hirer with a letter of agreement. The Hirer or their representative must sign and return the duplicate copy of the letter of agreement as confirmation of acceptance. The signed letter of agreement **MUST** be returned to the Council at least 8 (eight) weeks before the start of the hire.  
**No permission to hire the land exists until the Council receives a satisfactorily completed and signed letter of acceptance from the Hirer.**

### **Access**

- 4.03 The Hirer is only permitted access to the Venue for the purposes of the Event at the times agreed with the Council.
- 4.04 Vehicular access and egress for the emergency services to the Venue must be maintained at all times during the Event.

- 4.05 Where possible the Venue shall remain accessible for public use during the Event. Closure of any areas must be agreed with the Council beforehand. In addition, the Hirer shall ensure that the Event takes place in a manner that is considerate and respectful of other users of the Venue.
- 4.06 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue.
- 4.07 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath or public right of way located within the Venue.
- 4.08 If the event will cause any public footpaths or rights of way to be blocked/closed, the Hirer must apply to Surrey County Council for a Special Event Closure Order, as obstructing a public footpath is an offence. Contact [rightsofway@surreycc.gov.uk](mailto:rightsofway@surreycc.gov.uk) to apply for a Special Event Closure Order. There will be a charge for this service. Please note that it is a statutory requirement that at least six weeks' notice of a Diversion Order request is needed.
- 4.09 Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire for inspection purposes or checking adherence to these and other Conditions.

## **People**

- 4.10 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 4.11 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 4.12 It is the responsibility of the Hirer to liaise with the Council's Corporate Head of Environmental Services and Surrey Police (and any other relevant Police Force) regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Corporate Head of Environmental Services, Surrey County Council, Surrey Police and any other relevant Police Force regarding traffic management.
- 4.13 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 4.14 The Council reserves the right to set a maximum limit for the number of persons attending the Event.

## **The Venue**

- 4.15 The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not.
- 4.16 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter-picked during the Event.
- 4.17 The Hirer shall ensure that cricket squares and any other area so specified by the Council, are appropriately protected for the duration of the Event.
- 4.18 Adequate ground protection (boarding and/or stillages) must be placed under all items of heavy plant or other similar items of machinery to protect the ground surface(s) from damage.
- 4.19 Drip trays and/or bunds must be placed beneath all items of heavy plant or any device which could allow liquids to seep/drain onto the Council's land.
- 4.20 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.

- 4.21 The Hirer shall not interfere with or attach anything to any item of park furniture e.g., trees, fences, benches or play equipment without consent from the Council.
- 4.22 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Council.
- 4.23 The Hirer must not remove or obscure Council notices, signage or placards displayed on the Venue without the prior written consent of the Council.
- 4.24 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 4.25 If the Hirer fails to perform any of its obligations set out in Clauses 4.15 to 4.26 inclusive, the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.

### **High-flying objects**

- 4.26 The Hirer must obtain prior consent from the Council and notify the Civil Aviation Authority if the Event will involve release of high-flying objects or laser displays.
- 4.27 Use of drones, model aircraft and 'small unmanned aircraft' [defined by the Civil Aviation Authority as anything under 20kg in weight], is only permitted with prior consent from the Council. These and all other activities of this nature [including use of 'larger unmanned aircraft' defined by the Civil Aviation Authority as being above 20kg in weight] shall be in accordance with the Air Navigation Order (2016) or other legislation replacing/superseding this at the time of the Event. Any additional permissions required from the Civil Aviation Authority for such activities must be in place and it will be the responsibility of the Hirer to check and obtain.

### **Other**

- 4.28 The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved, unless previously agreed with the Council.
- 4.29 If Your Event is to be held at Englefield Green, the Englefield Green Committee need to approve the application.
- 4.30 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Corporate Head of Environmental Services. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.

## **5 - Prohibitions - Things You are *not* permitted to do**

- 5.01 The Hirer shall not stage or engage in any activities, e.g. catering, stalls, raffles and any other fund raising/income earning activities, which have not been stated on the original application form, without the prior written consent of the Council.
- 5.02 No commercial traders are permitted to trade at the Event without the prior written consent of the Council.
- 5.03 Due to the risk of fire, barbecues and all forms of cooking with naked flames are strictly prohibited, except under special arrangement.
- 5.04 The release of sky lanterns is strictly prohibited under all circumstances due to the risk of fire and the adverse effect on the environment.
- 5.05 Balloon releases are strictly prohibited under all circumstances due to the adverse effect on the environment.

- 5.06 Under the Animal Welfare Act 2006, it is an offence to give an animal as a prize to anyone under the age of 16, unless accompanied by an adult. No animal, fish, bird or other creature is to be given away as a prize at this Event to any person, regardless of their age.
- 5.07 The introduction of straw, topsoil or similar materials to Our land risks introducing species which may threaten biodiversity at the site. Hirers must avoid introducing outside material to Our land. If Hirers wish to use straw, topsoil or similar materials on the site, they must include this request in their Event Management Plan together with proposed arrangements to ensure minimal possible contamination.
- 5.08 No trees, grass or any other vegetation is to be cut without the express permission of the green spaces team.
- 5.09 The Hirer shall not excavate, build up or otherwise alter the ground conditions, levels or topography without the express written permission of the Council's Green Spaces team.

## **6 - Health & Safety**

- 6.01 The Hirer is legally responsible for ensuring all health and safety legislation relevant to Event staff, participants and the general public, is complied with during the Event. This includes the Construction (Design and Management) Regulations 2015.

### **Risk Assessment**

- 6.02 The Hirer agrees to undertake a risk assessment of their activities to determine the control measures to avoid risk or reduce risk to acceptable levels and produce an appropriate safety plan as required for the Event, by the Council. These documents must be provided to the Council at least 12 (twelve) weeks prior to the first day of the hire period.
- 6.03 The Hirer should ensure that the risk assessment is completed by a competent person, which could be someone from Your organisation and does not require an external health and safety consultant.
- 6.04 [Guidance](#) and a [sample template](#) that You can use to record Your risk assessment can be obtained from [Runnymede Borough Council's](#) website. You are not obliged to refer to this guidance nor are You obliged to use this template. Further guidance and templates can be obtained from the [Health and Safety Executive](#) website.
- 6.05 The Hirer is responsible for ensuring that all participant organisations and contractors provide their own risk assessments and/or method statements where necessary. If requested, these must be provided to the Council prior to the event taking place or at any time during the Event.

### **Fire Risk Assessment**

- 6.06 The Hirer must undertake a fire risk assessment for the Event and provide a copy of this to the Council at least 12 (twelve) weeks prior to the first day of the hire period.
- 6.07 The Hirer shall ensure that all fire risks at the Event are identified and managed appropriately.
- 6.08 [Guidance](#) and a [sample template](#) that You can use to record Your fire risk assessment can be obtained from the [Council's website](#), however You are not obliged to use this template. Further guidance can be obtained from the [Gov.uk website](#).

### **First Aid Provision**

- 6.09 The Hirer must arrange adequate First Aid provision for the entirety of the Event, having regards to the nature of the Event, the activities taking place, the location and the duration of the Event.



- 6.10 The Hirer must provide a documented first aid plan to the Council least 12 (twelve) weeks prior to the first day of the hire period.

### **Safety Advisory Group ( SAG )**

- 6.11 The SAG seeks to assure that Event organisers have planned for emergencies that might occur and that this is reflected in Your documents.
- 6.12 The purpose of SAG meetings is to discuss the Event in advance to help Event organisers consider all aspects of safety planning to ensure that the Event runs safely.
- 6.13 The organiser(s) may be requested to attend one or more meetings of the SAG.

## **7 - Indemnity and Insurance**

- 7.01. The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the Venue during the Hire Period.
- 7.02. The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and will be liable for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue.
- 7.03. The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.

### **Public Liability Insurance**

- 7.04. The Hirer must purchase adequate Public Liability Insurance [which should include products liability where appropriate] with a limit of indemnity at such level as required by the Council [currently a minimum of £5 million (five million pounds)] and produce satisfactory documentary evidence of such insurance to the Council no less than 28 (twenty eight) days before the Event.
- 7.05. The Hirer will be required to produce satisfactory documentary evidence of the existence of Public Liability Insurance with a limit of indemnity at such level as required by the Council [currently a minimum of £5 million (five million pounds)] in respect of any contractors, performers, exhibitors, caterers and any other organisation operating in some capacity as part of the Event exhibitor, ground entertainer, sub-contractor, caterer or other participant which the Hirer has instructed or authorised to appear at the Event no less than 28 (twenty eight) days before the Event.
- 7.06. Failure to provide proof of cover as required under clauses 7.04 and 7.05 above at least 28 (twenty eight) days prior to the Event is due to take place will **automatically cancel the event**.
- 7.07. Please note approval of the insurance policy by the Council does not operate as any form of guarantee of the adequacy or enforceability of the policy.

### **Satisfactory documentary evidence of the existence of Public Liability Insurance**

- 7.08. Runnymede Borough Council will NOT accept an insurance Schedule alone; only an Insurance Policy Certificate or a 'Dear Sirs/To Whom It May Concern' Confirmation letter ( a Confirmation Letter is an official letter or document of an agreement that has been arranged between the two parties for the type of cover required ) is acceptable.
- 7.09. An Insurance Policy Certificate or a 'Dear Sirs/To Whom It May Concern' Confirmation letter must include:

- the details of the insurer and the insured policy reference
  - The name of the Insured, which must be Your name or the name of Your organisation
  - A clear reference to the policy being PUBLIC liability Insurance ( not Employers' Liability or otherwise )
  - A limit of indemnity of at least £5 million.
  - a policy start date *on or before* the Event date
  - a policy expiry date *on or after* the Event date
  - details of the cover type and breakdown with significant information, such as exemptions and clauses.
  - A confirmation letter must be signed and dated on letterheaded paper.
- 7.10. The Council will not accept any of the following as proof of insurance:
- Policy schedule
  - Policy wording and summary
  - Statement of Fact
  - Terms and Conditions
  - Invoice and / or Receipt
  - Insurance Application and/or Quote
  - Renewal proposal
- 7.11. The Hirer and all participants should inform their insurance companies that the Event is taking place.
- 7.12. The Hirer should check insurance policies to ensure all planned activities are covered. For example, use of inflatables (e.g. bouncy castles) is often excluded from standard policies.
- 7.13. Depending upon the nature of the Hirer's organisation and the proposed Event, other insurances may also be required.
- 7.14. If a performer or participant does not have their own Public Liability insurance, do not assume that they will be covered by the Organiser's/Hirer's insurance policy – contact Your insurers to clarify the situation.
- 7.15. You are advised to make absolutely certain that Your/Your Organisation's insurance policy will cover You against any liability under this indemnity. It might be the case that the organisers of the Event and/or the Managing Committee of Your Organisation may be held to be personally liable for any incident arising out of the Event.

### **Employers' Liability Insurance**

- 7.16. With certain exceptions, any business or organisation with employees is required by law to have Employers' Liability insurance. As an Event organiser it is recommended that You check that contractors, stallholders etc. have this in place.

## **8 - Fun Fairs, Fairground Rides and Amusement Devices**

- 8.01. Some activities will require specialist consideration and permission to be granted, examples are given below. It is advisable to seek guidance from the Council if You are unsure whether a particular activity is permitted. Remember to record details of these in the risk assessment and/or Event Management Plan.
- 8.02. The Council must be notified **at least 12 (twelve) weeks in advance** if funfair rides are proposed as part of the Event. As a minimum you will need to obtain copies of the following documentation from the operator and provide them to the Council:
- Public liability insurance with a minimum limit of indemnity of £10 million (ten million pounds) for each ride stall and device.
  - Risk assessments for **each** ride, stall and device.

- **Amusement Devices Inspection Procedures Scheme (ADIPS)** or other relevant safety certifications where necessary for all rides, stalls and devices.
  - Inspection logbook for all rides, stalls and devices. It is also advisable to check the HSE website for any prohibition/improvement notices served against specific rides or operators or alternatively request a copy of their accident record.
- 8.03 You may also consider collecting further information from funfair operators, for example weights ( to ensure that the weight of the rides/vehicles does not damage underground pipes etc. ), dimensions ( to ensure they will be able to access the site and there is adequate space for the rides to operate safely ), the number of people allowed on a ride and details of the vehicles being brought on site. We have provided a template You may wish to use to record and keep track of these for each ride, stall or device.
- 8.04 Consider access to the Venue for large vehicles, and the siting of individual attractions to ensure they are a safe distance apart. Attractions should be inspected before opening and then daily if the Event lasts more than one day. Ride operators/attendants will need to be suitably trained and You should request to see evidence of this.
- 8.05 Best practice on fairground operation is detailed in Fairgrounds and amusement parks: Guidance on safe practice, published free of charge on the [HSE website](#).
- 8.06 Drip trays must be placed beneath all items of heavy plant, fairground equipment or any device which could allow liquids to seep/drain onto the Council's land.
- 8.07 Adequate ground protection (boarding and/or stillages) must be placed under all items of heavy plant, fairground equipment or other similar items of machinery to protect the surface(s) from damage.

## 9 - Inflatables and Bouncy Castles

- 9.01. Hirers/Event organisers wishing to operate inflatable bouncing devices (e.g., bouncy castles, slide etc.) must obtain a copy of the best practice guidance relating to the duties of the controller and operation and follow its instructions. The guidance can be found on the [Professional Inflatable Play Association \( PIPA \) website](#)
- 9.02. The organiser must obtain proof that all inflatable equipment has been tested and approved under the PIPA scheme or other relevant safety certification in place and conforms to BS EN 14960. Further information is available on the [PIPA](#) and [HSE websites](#). You will be required to supply copies of these along with insurance and risk assessments for the devices to the Council. Please see the [timescales for providing this information](#).
- 9.03. The equipment should be inspected for safety before use and supervised by a responsible, trained person. Failing this, operating instructions obtained from the supplier and followed by a suitably responsible person is adequate.
- 9.04. Remember that weather conditions, in particular high winds, may make it unsafe to use inflatables so this should be monitored using appropriate equipment, such as an anemometer, at all times. The HSE [website](#) has guidance for operating inflatable devices.
- 9.05. Inflatable bouncing devices must not be used in the rain.
- 9.06. The Hirer should check insurance policies to ensure the use of inflatables is covered by the policy, as inflatables are often not included in standard policies.
- 9.07. The Council reserves the right to ban the use of inflatable bouncing devices, although it is stressed that the responsibility for allowing the use of such equipment rests with the Event organisers.

## 10 - Fireworks

- 10.01. Fireworks are **not permitted** in any of the Council's parks or open spaces from 1 April 2025 onwards.

## 11 - Advertisements

- 11.01. No advertising material may be issued, nor tickets sold until such time as a binding agreement to hire has been made on payment of the hiring fee [and issue of a hiring permit.]
- 11.02. Advertising material of any form may only be displayed within the Venue before the Event with prior agreement from the Council. Any such material must be removed upon vacating the Venue at the end of the Event
- 11.03. No advertising material is to be displayed anywhere on the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.
- 11.04. Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.
- 11.05. Please contact the Council's Planning department for advice on planning regulations regarding advertising Your Event at [planning@runnymede.gov.uk](mailto:planning@runnymede.gov.uk)
- 11.06. Any literature, publicity, or promotional materials, which are produced for the Event, should acknowledge the assistance provided by Runnymede Borough Council.
- 11.07. The Council reserves the right to display publicity material at the Event without charge.

## 12 - Permits and Licences

- 12.01. The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the Booking forthwith.
- 12.02. The sale or consumption of alcoholic drinks is strictly prohibited without the appropriate licences.
- 12.03. The Hirer will be responsible for exhibiting all necessary permits during the Event.
- 12.04. Nothing shall be done by the Hirer that shall or may contravene the terms and Conditions of any licence, permit and/or licences or consent issued in respect of the Venue.

## Collections and Lotteries

- 12.05. No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Council.
- 12.06. Permission from the Council is also required for charitable collections to take place and a street collection permit will be issued for this.
- 12.07. Where raffle tickets are being sold in advance, this may need to be registered with the Council as a small society lottery. A lotteries licence may be required. A fee may be charged for a licence, and the Hirer will need to apply well in advance of the Event.

### **13 - Toilets, Sanitation and Welfare Facilities**

- 13.01. Sanitary arrangements are the responsibility of the Organisers but must also be agreed with the Green Space team in advance.
- 13.02. The Hirer must ensure that there are adequate toilets and handwashing facilities for the expected number of workers, volunteers and attendees, including accessible facilities for people who are disabled. The Purple Guide states “There is no direct legal requirement under the Health and Safety at Work etc Act 1974 (HSWA) to provide toilets and wash facilities for non-employees. Similarly, health and safety law does not prescribe numbers and types of toilets and wash facilities for use by an audience. However, supply of adequate toilet and washing facilities is important in the prevention of health risks. Lack of sufficient provision may also result in crowd disorder.”
- 13.03. The Hirer must ensure that all users of the Venue have unrestricted access to any permanent public toilet facilities located within the Venue during the Event, unless consent to close such facilities is otherwise agreed by the Council.
- 13.04. The Council reserve the right to require the Hirer to provide, at their own expense, temporary welfare facilities, including accessible facilities for people who are disabled, at such a level as deemed reasonable by the Corporate Head of Environmental Services.

### **14 - Litter, Refuse and Waste**

- 14.01. Arrangements will need to be made for waste disposal and rubbish clearance both during and after the Event. Additional bins may need to be provided, and individuals designated specific responsibilities for emptying rubbish bins and litter picking.
- 14.02. The Hirer is responsible for the clearance of all litter and refuse generated by the Event shall be removed from the Venue by the Hirer.
- 14.03. The Council can arrange for bin bags to be supplied and for waste and recycling bins to be delivered, emptied and removed. Charges will be payable for this service.
- 14.04. Litter clearance must be completed as soon as practicable after the Event and in any case within five days and must be to the satisfaction of the Council’s Green Spaces team, who can be contacted on 01932 425686 or at [openspace@runnymede.gov.uk](mailto:openspace@runnymede.gov.uk)
- 14.05. Depending on the amount of waste generated, a specialist contractor may need to be hired to remove it from site at the end of the Event.
- 14.06. Any litter and refuse generated by the Event that has not been removed from the Venue by the Hirer will be removed by the Council and the costs incurred will be recharged to the Hirer.
- 14.07. The Hirer shall ensure that the Council’s obligations under the [Waste Duty of Care Code of Practice](#) are discharged.
- 14.08. The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.

### **15 - Reinstatement**

- 15.01. The Hirer shall repay to the Council on demand the cost, as certified by the Corporate Head of Environmental Services of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or

removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final.

## **16 - Music and Noise**

- 16.01. The Hirer shall ensure that no unreasonable noise shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- 16.02. The use of any public address system at the Event must be first agreed in writing by the Council. It must be operated so as not to cause a noise nuisance and it is not permitted to be played later than 9pm, unless otherwise agreed. Any necessary licences must be obtained by the Hirer.
- 16.03. Sound levels should be tested beforehand and monitored at regular intervals throughout the Event to ensure they do not become excessive.
- 16.04. The Hirer will inform local residents of the Event beforehand if there will be loud noise, and particularly if it will cause disruption over several days.
- 16.05. When using generators, the layout of the site must be agreed in advance with the Council to reduce noise nuisance.

## **17 - Catering**

- 17.01. The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the Booking forthwith.
- 17.02. The Hirer will be responsible for exhibiting all necessary permits/licences/consents during the Event.
- 17.03. Nothing shall be done by the Hirer that shall or may contravene the Terms and Conditions of any licence, permit and/or consent issued in respect of the Venue.
- 17.04. The sale, supply or consumption of alcoholic drinks is strictly prohibited without the appropriate consent or licence.
- 17.05. A Temporary Events Notice (TEN) may be required for licensable activities (including the sale of alcohol, hot food and/or drink served after 11pm, live music, recorded music) to take place at an Event with fewer than 500 attendees, lasting no more than seven days. See Our [website](#) for more information.
- 17.06. The Hirer/hiring organisation is responsible for ensuring that the sale of refreshments and foodstuffs is discharged in accordance with the appropriate legislation, including, but not limited to the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto. It would be advisable for You to contact Our Environmental Health team (telephone 01932 838383 or [environmentalhealth@runnymede.gov.uk](mailto:environmentalhealth@runnymede.gov.uk)) concerning this element of Your Event. See the [Council's website](#) for further information.
- 17.07. No Hirer may undertake their own catering in the Venue except with the prior written consent of the Council.
- 17.08. All caterers at the Event must be registered as a food business with their Local Authority and must have a food hygiene rating score of at least 3.
- 17.09. The Hirer/hiring organisation and all caterers at the Event must comply fully with any requirements and/or instructions of Runnymede Borough Council's Environmental Health team.

- 17.10. Caterers using equipment to provide hot food must have a fire blanket or an appropriate fire extinguisher on their stall AND the caterer's staff must have been trained on how to use this firefighting equipment.
- 17.11. Catering providers using heat must undertake a fire risk assessment. CFOA, the Chief Fire Officers' Association ( now known as National Fire Chiefs' Council or MFCC ) has produced a [template for a fire risk assessment](#) for food concessions.

## **18 - Electricity, Power and Generators**

- 18.01. The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted are operated in a safe manner and are segregated from the public or are protected by suitable covers or barriers, so as to prevent access by members of the public.
- 18.02. All electricity supply cables must be covered with adequate rapping and protection.
- 18.03. Cables must not be buried in the ground unless specific agreement, in writing, is made with the Green Space team.
- 18.04. The layout of the site must be agreed in advance to reduce noise nuisance from generators.
- 18.05. The Council is committed to a zero-harm approach to health and safety issues and supports the use of diesel generators over petrol models. Petrol generators can overheat and if required to be refilled with fuel during the day create a clear and present fire hazard and potential harm to the individual or Event.
- 18.06. Where generators are to be used on Council property, the Council would prefer only diesel generators be used. Where petrol models are to be used, the Council expects to see an appropriate risk assessment, emergency plan and "no refuelling policy" in place.
- 18.07. There must not be any hot re-fuelling of generators.

## **19 - Transport, Traffic Management and Parking**

- 19.01. The Organisers must liaise with Surrey County Council's Highways Section concerning traffic management, signage, and parking arrangements. Please contact Surrey County Council on 0300 200 1003 or by emailing [contact CENTRE@surreycc.gov.uk](mailto:contact CENTRE@surreycc.gov.uk)
- 19.02. Many events on the Highway ( roadway ) require a road closure to be put in place. If You are the organiser of an event taking place on the road or public highway You will need to apply for a Temporary Road Closure Notice. It is free to apply for and if approved will allow You to close the road to passing traffic for the duration of Your event. You need to give Us at least 6 (six) weeks' notice. Please see [our website](#) for information about road closures under the Town Police Clauses Act.
- 19.03. If the Hirer wishes to run a sporting event that involves a road closure, they must apply to Surrey County Council at least 12 (twelve) weeks in advance. Please see [Surrey County Council's website](#) regarding organising road closures for sporting events.
- 19.04. Where it has been necessary to make a road closure order, the Hirer shall ensure that any road closure equipment provided by the Highway Authority is not moved and shall maintain the integrity of the closure.



- 19.05. In some instances, there is a requirement for the closure to be staffed by Community Safety Accreditation Scheme ( CSAS ) accredited operatives, who have the power of a Police Officer in uniform to stop and direct traffic.
- 19.06. Anyone staffing any form of road closure should be clear of the roadway, preferably on the pavement, and should not be involved in the stopping or directing of traffic. If there is a need to stop and direct traffic, CSAS accredited operatives are required to staff a road closure. Please contact Surrey County Council for further information
- 19.07. Each individual event's requirement for traffic management is looked at on a case-by-case basis, to establish if accredited CSAS marshals are specifically required.
- 19.08. If You wish to land a helicopter on the land, You must apply separately for a licence to do so.

## **20 - Safeguarding**

- 20.01. The Hirer must consider what safeguarding issues may arise at the Event e.g., will children or other vulnerable groups be involved and put in place appropriate measures to mitigate these.
- 20.02. A formal process for dealing with lost or found children or other vulnerable persons must be established, documented and communicated to stewards and Event staff.

## **21 - Emergency Services**

- 21.01. The Hirer/Hiring Organisation is responsible for ensuring that Surrey Police (and any other relevant Police Force) are informed of the Event and consulted on signing and parking arrangements. The Hirer is expected to comply with any instructions Surrey Police (or any other Police Force) may provide.
- 21.02. The Hirer must ensure that access to the Venue is kept clear for emergency services.

## **22 – Security and Terrorism**

- 22.01 The event organiser must consider their security arrangements in relation to the risk to the public of terrorism.
- 22.02 The Terrorism (Protection of Premises) Bill, also known as “Martyn’s Law ”, received Royal Assent on 3 April 2025. This new Act requires certain premises and events to ensure steps have been taken to prepare for potential terrorist attacks and get ready to help keep people safe in the event of an attack.
- 22.03 The government have issued factsheets about the Terrorism (Protection of Premises) Act which can be found on [Gov.uk](https://www.gov.uk). There is also information on the [Protect UK website](https://www.protectuk.co.uk).

## **23 - Filming, Broadcasting and Television**

- 23.01. The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the period of hire without the prior written consent of the Council. Please see Our [website](#) for more information.
- 23.02. If such consent is given, the Council reserves the right to be a party to any negotiations and the terms and Conditions of any agreements reached and to share any income and publicity derived therefrom.



- 23.03. If drones are to be used for filming purposes, the Hirer must apply for a filming licence. Please see Our [website](#) for more information.

## **24 - Property Not Removed After the Hiring Period**

- 24.01. The Council may remove and store any property that is left by the Hirer in or upon the Venue after the period of hire. The Hirer shall repay the Council on demand the costs of such removal and storage.
- 24.02. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage.
- 24.03. The Council is entitled to remove and sell in such a manner as they think fit, any property left at the Venue as a result of the hiring not claimed within 28 (twenty eight) days. The proceeds of sale shall be retained by the Council.

## **25 - Variations to Agreement**

- 25.01. The Council reserves the right to vary the Conditions of the agreement between the Council and the Hirer at any time on 7 (seven) days' notice if, in the opinion of Environmental Services, the ground conditions warrant such action.
- 25.02. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days (seven days) of receipt of such notice, terminate this agreement.

### **Assignment**

- 25.03. The Booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

**For all information contained within this document contact:**

Runnymede Borough Council  
The Civic Centre  
Station Road  
Addlestone  
Surrey KT15 2AH

Tel 01932 838383

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[www.runnymede.gov.uk](http://www.runnymede.gov.uk)

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