APPLICATION TO HIRE TOWN CENTRE DISPLAY AREAS

ASHFORD BOROUGH COUNCIL

Please indicate the area you wish to hire:

Bandstand Area
Upper High Street adjacent to TN24 8SE ☐

Lower High Street
Lower High Street adjacent to TN24 8TD ☐

Licensing use only: WK/

1. Full Name of Organisation/Individual Applicant:

2. Full Name of Contact (for organisations):

Address of Individual Applicant, or of Contact:

Daytime Telephone No:

Email:

3. Day(s) of the week	Date(s)	Setting Up Time (include am/pm)	Time Event Starts (include am/pm)	Cleared Away Time (include am/pm)

4. Event for which the display area is to be used (please give as much detail as possible):

5. Will any publicity be used for the Event?	**YES** ☐ **NO** ☐	If yes, please enclose the proposed publicity for approval
6. Do you intend to distribute leaflets/promotional material?	**YES** ☐ **NO** ☐	If yes, please complete an application form to distribute free printed matter
7. Will mains electricity be required?	**YES** ☐ **NO** ☐	If yes, see Condition 4 overleaf
8. Do you intend to use amplifiers?	**YES** ☐ **NO** ☐	If yes, see Condition 4 overleaf
9. Do you wish to use any form of music/singing, etc.	**YES** ☐ **NO** ☐	If yes, please give full details in section 4 above
10. Is it intended to carry out a collection for money?	**YES** ☐ **NO** ☐	If yes, please complete an application form for a street collection
11. Is it intended to sell any items?	**YES** ☐ **NO** ☐	If yes, please contact licensing

12. VEHICLES: Is a vehicle permit required to access the town centre for setting up and loading purposes?
If yes, please provide the following details:

Dimensions of vehicle:		**Registration No:**	
Model and type of vehicle:			

Is a vehicle waiver to park a motorised vehicle as part of a display required? If yes, please contact Parking Services on email permitcustomercare@ashford.gov.uk (fee £30)	**YES / NO**

Checklist	Enclosed
Copy of Public Liability Insurance	Yes ☐ To follow ☐
Risk Assessment	Yes ☐ To follow ☐
Fee – cheques payable to Ashford Borough Council or payment can be made over the phone 01233 330723	Yes ☐ Not required ☐ To follow ☐
Application form for a Street Collection	Yes ☐ Not required ☐ To follow ☐
Application form to distribute free literature	Yes ☐ Not required ☐ To follow ☐
Copy of publicity to be used in connection with the event	Yes ☐ Not required ☐ To follow ☐

Ashford Borough Council is the data controller for any personal information collected in this application. Your information will be used to administrate the licence, processing is being conducted relying upon a contractual legal basis. Your data may be shared with other departments within the council for the purpose of improving services, keeping records up-to-date and for the protection of the public fund. It may also share your data with other bodies responsible for auditing public funds for these purposes. You can find further information about data sharing to identify fraud at www.ashford.gov.uk/transparency/data-protection/data-sharing-to-identify-fraud/. Your information will be retained as long as you hold the licence + 12 years. For more information about your data protection rights please see our data protection pages, which can be found at www.ashford.gov.uk or contact the Data Protection Officer, Ashford Borough Council, International House, Dover Place, Ashford, Kent TN23 1HU

Declaration

We hereby apply to use the display area for the event detailed above. We have read the Conditions of Hire overleaf and undertake to comply with them.

Signed by and on behalf of the Hirer: _____

Print full name: _____

Position/Title: _____

Date: _____

Post to: **Licensing, Ashford Borough Council, International House, Dover Place, Ashford, Kent. TN23 1HU**
Or email: **licensing@ashford.gov.uk**

Risk Assessment

We have started off the risk assessment for you by including a sample entry for a common hazard to illustrate what is expected.
Look at how this might apply to you and continue by identifying the hazards that are the real priorities in your case and complete the table to suit.

Organisation name: **Date:**

What are the hazards?	Who might be harmed?	How might they be harmed?	Do you need to do anything else to manage this risk?	Action by whom?	Action by when?	Done
Trips	*Volunteers and visitors*	*If they trip over the canopy used for the display*	*A visual inspection of the bandstand area and canopy*	*All volunteers*	*On day of display*	

It is important you discuss your assessment and proposed actions with staff or their representatives. You should review your risk assessment if you think it might no longer be valid.

Signed: **Print Name:**

CONDITIONS OF HIRE:-

1. APPLICATIONS FOR HIRE

1.1 The person signing the application will be deemed personally to be the Hirer unless an organisation is named and that person is authorised to apply on its behalf in which case it shall be considered the Hirer.

1.2 We reserve the right to refuse a booking, or to offer a booking for an alternative date at its absolute discretion.

2. PUBLICITY

2.1 All posters, leaflets, advertising copy, to be used in the promotion of the event MUST receive the prior written approval of the council.

2.2 Any Hirer wishing to display posters must first consult the council to find out whether consent is required. Where the Hirer wishes to display or attach notices on any Highway or Highway fixtures they must first obtain the written consent of Kent Highways.

2.3 No flags, emblems, posters or advertisements may be displayed and no political organisation, commercial operation or business may be advertised in connection with the event without the prior written consent of the council.

2.4 No promotional/publicity material can be attached to or displayed on the curtains of the canopy or on the railings surrounding the Bandstand.

3. CANCELLATION

3.1 In order to cancel the hiring, the Hirer shall notify the council in advance. The fee will be refunded if such notification is received at least 48 hours before the setting up time.

3.1.1 We may cancel the hiring or prohibit the use of the display areas if in its discretion this is necessary or desirable. The Hire Fee paid will be refunded, but we will not be liable for any loss or expenditure incurred by the Hirer.

4. ELECTRIC POWER

4.1 A 16amp power supply is available on the Performance Area. The hirer will need to use their own adaptors/leads (16amp to 13 amp converter).

4.2 All electrical equipment must comply with current British Standards and IEE regulations and be covered by a current Portable Appliance Test Certificate which must be produced on demand.

4.3 Any amplifying or public address equipment not to cause disturbance to nearby businesses. Any maximum noise level imposed by must be adhered to.

5. LIABILITY AND INDEMNITY

5.1 **The use of any display or areas or the Performance Area is entirely at the risk of the Hirer. The council nor any agent or employee will be liable in anyway whether or not resulting from the negligence, default, wilful act, omission or otherwise of the council, its employees or agents. Nor for any loss or damage due to failure of electricity, leakage of water or gas, emergencies, Acts of God or similar events which may cause a display area to be temporarily or permanently closed or the hiring to be interrupted or cancelled EXCEPT for any liability imposed by Statute notwithstanding the terms of any contract.**

5.2 **The Hirer will indemnify ABC against all damage, costs, claims, loss, expenses, demands, charges or liability arising or suffered by the council in connection with the hiring or any breach of these Conditions. Damage may be repaired, replaced or reinstated at the council's option.**

6. INSURANCE: The Hirer must provide satisfactory written evidence that there will be in force, on all dates covered by the event, Third Party & Public Liability insurance cover with an insurer, in the minimum sum of £5 million per claim, and maintain such insurance in force throughout the hiring.

7 USE OF AND ACCESS TO THE PERFORMANCE AREA AND DISPLAY AREAS

7.1 The right to use the Performance and Display Areas may not be transferred by the Hirer to any other person or organisation.

7.2 The Hirer must use only the Display Area for which the booking has been agreed. The Hirer must also be aware that there may be other events taking place within other Display Areas of the Town Centre at the same time as their own event.

7.3 The Hirer must remove all equipment from the display areas and vacate before the cleared away time, leaving it in a clean and tidy condition to the satisfaction of the council. Failure to do so will incur a charge of £40 per hour in respect of clearing up fees.

7.4 Council staff and the emergency services will at all times during the hiring have free access to these areas.

7.5 The Hirer must ensure that a fire path of 3.7 metres is maintained at all times allowing emergency vehicles access through the Town Centre.

8. TERMS AND CONDITIONS OF USE OF THE PERFORMANCE AREA AND DISPLAY AREAS

8.1 **The following are not permitted on the Bandstand itself:**

Collections of money, games of chance, sweepstakes, sales, raffles, auctions, lotteries, competitions or games for which money or other prizes are awarded, gaming, betting, wagering, petitions.

8.2 Anyone wishing to undertake any activity mentioned above, may do so at the foot of the Performance Area with the prior consent. This must be indicated on the booking form at the time of booking.

8.3 No catering or consumption of food may take place without the written permission of the council and no intoxicating liquor will be taken into the Display Areas by any person whether for consumption or not.

8.4 Any persons depositing litter anywhere other than in the litter bins, may be asked to leave the Display Areas if they refuse to pick it up.

8.5 The Hirer will not do or permit any act which may be a danger or nuisance to any person or property, and in particular no object or substance may be projected, thrown or released from the Performance Area.

8.6 If the Event consists largely of music-making, no speech or discourse may last longer than 2 minutes at any one time, unless the council otherwise agrees.

NOISE

Conditions need to be applied during Monday to Fridays, to respect office workers:

(i) Not to use mains or generator power for amplification. Performances must not be intrusive or a nuisance in nearby premises (as prescribed in the Environmental Protection Act 1990). Music or voices should not be heard plainly at a distance of 50 metres.

(ii) Performances should not last for more than 1 hour. Performances will not be repeated in that place for the next 2 hours. Note: very noisy instruments such as drums are restricted to 30 minutes maximum time in any one place.

8.7 No animals, birds or other living creatures may be taken onto the Bandstand Area.