Version 2.1 (Oct 2026)

ST HELENS BOROUGH
Parks and Open Spaces

Event Submission and Hire of Land Application Form

Data Protection & Customer Consent

By signing this form, I, the data subject, understand and agree that the information submitted will be shared across all relevant departments within St Helens Borough Council, the Emergency Services and the St Helens Events Safety Advisory Group

Section 1 – Basic Event Details

Event Name	
Event Date/s	
Venue	
Event Operational Times	
Event build start date	
Event derig end date	

Section 2 – Event Organiser

Hirer/ Event/ Organiser	
Organiser Name	
Address	
Contact Number	
Email	
Event Manager (if different from above)	

Section 3 – Event Details

Event Description				
Event Manager				
Target Audience				
Estimate Attendance	**Overall Attendance**		**At Any One Time**	
Admission	**Tick One Box Only**			
	Ticketed		Free	
Event Type	**Tick One Box Only**			
	Private Sector		Council	
	Community		Public Information/ Exhibition	
	Religious		Sport/ Run	
	Charity			
If Charity, please complete this box	Charity Name			
	Charity Registration Number			

Section 4 – Event Hire

The list below is compiled of things that may be part of your event. Please tick all boxes which apply.

Marquees/ Gazebos		Market or Charity stalls	
Stage/ Staging		Public Information/ Exhibition	
Generator/ Power		Sport/ Run	
Pyrotechnics (including stage)		Lasers/ Lighting effects	
Snow/ Confetti machines		Live or Recorded Music	
Alcohol		Food/ Non-alcoholic drink/ BBQs	
Raffle/ Tombola/ Prize Draw		Animals/ Birds/ Reptiles	
Crowd Control barriers/ fencing		Funfair rides and side stalls	
Inflatables		Entertainment/ Attractions/ Funfair	

Other (please specify)

The **administration fee** is required with your application. Please refer to the fees list to determine the correct amount. See Fees and charges - St Helens Borough Council

Prior to your event set up the Council may need to carry out an inspection of the Venue for visible above ground maintenance / hazards. We must also carry out an inspection within five days of you vacating the Venue, to assess any damage. The event manager must be present at this meeting. Please contact parkevents@sthelens.gov.uk.

Whilst at the Venue, you must NOT connect to ANY amenities. This includes water, electrical connections or street furniture.

Applications will be considered by the Council in the order in which complete applications, together with all required supporting documentation and applicable fees, are received. The Council reserves the right, at its sole discretion, to prioritise, defer or refuse applications where operational, safety, legal, reputational or resource considerations require.

Guidance in relation to licensing requirements may be obtained from the Council's Licensing Team at generallicensing@sthelens.gov.uk.

Ground Deposit (Bond)
Events can cause damage to the land that they use, and the Council may require the hirer to pay a bond which the Council can use to reinstate areas should damage occur. This is considered and calculated for each individual event. The bond is calculated by the Council's Grounds Maintenance team, and you will be advised if this is applicable.

Your event/activities must not cause any nuisance or annoyance to other park and open spaces users or St. Helens Borough Council. The event must not adversely affect pedestrian flows, public safety, the general environment or the interests of surrounding residents and not bring the Council into disrepute. Structures that are deemed too large for the site and location will not be permitted. You must not do anything to bring the Council into disrepute.

Section 7 – Declaration

I confirm and warrant that the information provided within this Application Form and all supporting documentation submitted in connection with the Event is true, accurate and complete to the best of my knowledge and belief. I acknowledge that the Council is relying upon the accuracy of this information when considering this application:

I confirm that I have read, understood and agree to comply with:

- The St Helen's Council Hire of Land Agreement Terms and Conditions of Hire (attached);
- all applicable laws, regulations, licence requirements and guidance; and
- any reasonable instructions issued by the Council, Emergency Services, Environmental Health, Licensing, Safety Advisory Group or other authorised agencies in relation to the Event.

I acknowledge that I, as Hirer/Event Organiser, am fully responsible for the planning, management, supervision and safe operation of the Event, including the acts and omissions of any employees, volunteers, contractors, subcontractors, suppliers, vendors, participants and attendees engaged or permitted by me in connection with the Event.
I further agree to indemnify and keep indemnified St Helens Borough Council, its Members, officers, employees and agents from and against all actions, claims, demands, proceedings, losses, damages, liabilities, costs and expenses (including legal and professional expenses and claims by third parties) arising out of or in connection with:

- the Event;
- the occupation or use of the Venue/property/land;
- any breach of this Agreement by the Hirer; or
- any act, omission, negligence or default of the Hirer or any persons attending, participating in or providing services in connection with the Event,
- except to the extent caused by the negligence or breach of statutory duty of the Council.

Name of Applicant	
Business/ Registered Company/ Charity/ Group Name	
Signed on behalf of the company by (print name)	
Signature	
Date	

St Helens Borough Council Hire of Land Agreement

Terms and Conditions of Hire

These conditions, together with the St Helens Borough Parks and Open Spaces Event Submission and Hire of Land Application Form (above) shall constitute the Agreement between the Council and the Hirer/ Event Organiser.

Definitions

- **Authorised Officer-** means the officer of St Helens Borough Council responsible for assessing the application for hire
- **Conditions -** means these booking conditions, which shall form part of the contract between St Helens Borough Council and the Hirer/ Event Organiser.
- **Council -** means St Helens Borough Council and any authorised officers, Members or agents acting on its behalf.
- **Event –** means the purpose for which the Land/ Venue has been booked.
- **Event Management Plan –** means a plan to be submitted to the Council covering matters including but not limited to: key roles and responsibilities, key contacts, organisational structure, event operations (detailing build up, de-rig, production and timetables), technical specifications for items being brought onto site, security and stewarding, fencing and crowd control proposals, risk assessments, evacuation plan, contingency plan, first aid proposals, sanitary and welfare provision, traffic management plans, noise control plans, litter and waste management plans, catering and any other information reasonably requested by the Council.
- **Hirer/ -** Event Organiser means the person or organisation named in the St Helens Borough Parks and Open Spaces Event Submission and Hire of Land Application Form responsible for the booking.
- **Intellectual Property -** means any copyright, patent, moral rights, performance rights, design right, registered designs, right in respect of confidential information, unfair competition rights, and similar rights in any country of the world, whether or not registered.
- **Venue -** means the location for the Event which may be land and/or buildings including any surrounding public access routes detailed on a plan of the Venue.

1. Application to Hire

1.1. All applications for the hire of the Land/ Venue must be submitted on the St Helens Parks and Open Spaces Event Application Form. The purpose and subject matter of the hire must be clearly stated at the time of making the application. A booking will not be confirmed until written confirmation has been received by the Hirer/ Event Organiser.

1.2. All hires are subject to the approval of the Authorised Officer to ensure that they conform to the policies and practices of the Council. The Council reserves the right to refuse any application for any reason or accept the same upon such additional Conditions as it may from time to time deem necessary to impose.

1.3. Hires are made to the individual making the application ("the Hirer/ Event Organiser") and are non-transferable. Where a Hirer/ Event Organiser is applying on behalf of a company, the application must include the name of the company and registered office (or principal place of business where applicable). By making the application the Hirer / Event Organiser warrants that they have authority to enter into the agreement and bind the company, or as the case may be its partners, members or officers.

1.4. The booking shall be personal to the Hirer/ Event Organiser and the right to use the Venue shall not be sublet, assigned or otherwise transferred. The Hirer/ Event Organiser shall not assign the benefit or burden of any part of the Agreement or sublet or subcontract any part of the Venue without the prior written consent of the Council.

1.5. If the hire is approved, the Hirer/ Event Organiser will be asked to provide information which may include (but is not limited to) failure to provide this in the timeframe requested by the Council may result in cancellation of the hire:
Event Management Plan including your hierarchy of control
A scaled layout of the event site
Traffic & Car Parking Management Plan
Event Medical Plan
Crowd Management, Security and Stewarding Plan
Event Licences
Alcohol Management Plan
Fire Safety Risk Assessment
Welfare Arrangements
On site communications plan
Waste Management Plan

The size and nature of the event will determine which documents are required.

2. Payment

2.1. The hire of land fee must be paid at least one calendar month prior to the Event and confirmation is subject to receipt of full payment and submission of an accepted Event Management Plan.

2.2. Hire of land fee is adjusted each year based on the Councils Fees & Charges published on its web site and will confirm fees for that given year.

3. Obligations of the Hirer/ Organiser

3.1. The Hirer/ Event Organiser shall not use the Venue, or permit the Venue to be used, for any purpose other than for the purpose or purposes specified in the application.

3.2. The Hirer/ Event Organiser must prepare a Venue layout plan detailing where the Event will be positioned within the Venue which must be submitted with the Application.

3.3. Where appropriate, the Hirer/ Event Organiser must inform police, fire and ambulance services of the Event. The Hirer/ Event Organiser shall undertake to comply with any reasonable instructions given by the duly authorised officers of the Council or of the fire, police or other statutory authorities, with whom the organiser shall liaise as necessary (according to the type of event) as to the arrangements to be made for or the conduct of the event.

3.4. A named person, either the Hirer/ Event Organiser or a designated emergency contact, must be in attendance for the duration of the hire period and shall be responsible for ensuring on behalf of the Hirer/ Event Organiser that any instructions given by the Council (including Environmental Health and Licensing Officers) and / or police, fire brigade or other statutory authorities are complied with.

3.5. The Hirer/ Event Organiser must ensure that sound levels from amplified music and noise from generators and other equipment are adequately controlled to prevent noise nuisance to resident occupiers in the vicinity of the Venue. The Hirer/ Event Organiser may be required to reimburse any reasonable costs incurred by the Council, at the Council's sole discretion, in monitoring the event. The Hirer/ Event Organiser may be required on request to provide a noise management plan for the Event.

3.6. The Hirer/ Event Organiser is responsible for the administration, organisation and running of the Event and for having sufficient stewards, officials and first aiders to fulfil these Terms and Conditions.

3.7. The Hirer/ Event Organiser is responsible for the supervision and control of Event participants, officials, visitors and spectators.

3.8. The Hirer/ Event Organiser shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue.

3.9. The Hirer/ Event Organiser shall be solely responsible for obtaining, maintaining and complying with all licences, permits, consents, permissions and statutory authorisations required in connection with the Event and any activities undertaken at the Venue. This includes but is not limited to:

3.9.1. Premises licences and Temporary Event Notices (TENs)

3.9.2. Alcohol licences

3.9.3. Entertainment licences

3.9.4. Road closures and traffic management approvals

3.9.5. Food business and street trading consents

3.9.6. Gambling or lottery permissions

3.9.7. Any other approvals required by law or by any regulatory or enforcement authority

3.10. The Hirer/ Event Organiser must ensure that all conditions attached to any licence or authorisation are compiled with at all times throughout the Event.

3.11. Copies of all relevant licences, permits and supporting documentation must be provided by the Hirer/ Event Organiser to the Council upon request and within any timescales specified by the Council.

3.12. The Council's provision of guidance, comments, advice or review of documentation shall not constitute legal or regulatory approval of the Event and shall not relieve the Event Organiser/Hirer of their responsibility to obtain all necessary licences and authorisations.

4. Health and Safety

4.1. The Hirer/ Event Organiser must obtain all necessary licences, consents or authorities required by any applicable health and safety legislation for any activity carried out at the Venue and comply with all such regulations and the Hirer/ Event Organiser shall ensure that adequate measures are employed at the Venue to ensure the Health, Safety and Welfare of persons at work and any visitors to the Venue.

4.2. The Hirer/ Event Organiser shall be responsible for all security and labour relating to the Event and for the conduct of all staff, agents, colleagues, contractors, sub-contractors and guests throughout the period of hire and acknowledges that the Council is merely permitting the use of the Venue without the use of its manpower, equipment or resources.

4.3. The Hirer/ Event Organiser must provide, in writing, contact details of any contractors and any relevant risk assessments, method statements and/or safe systems of work as required by the Authorised Officer for any activities or procedures to be undertaken by the Hirer/ Event Organiser or his contractors to enable the Event. The Hirer/ Event Organiser is required to review the risk assessment before, during and after the event and a final record must be kept for inspection if requested by the Council and/or any other relevant body.

4.4. The Hirer/ Event Organiser must ensure that all participants and contractors comply with all relevant health and safety legislation and any other relevant guidelines at all times during the Event and while preparing and clearing the Venue for the Event. A full risk assessment must be submitted to the Council by the Hirer/ Event Organiser at least 1 calendar month prior to the event together with the overall Event Management Plan.

4.5. Where permission has been granted for use of temporary structures, the use, erection/installation and dismantling of such temporary and demountable structures must comply with current guidance and UK and current health and safety legislation. The Hirer/ Event Organiser must provide a written method statement to the Authorised Officer at least one calendar month before the Event takes place. The Council reserves the right to require changes to the method statement in the

interests of ground safety.

4.6. The Authorised Officer reserves the right to immediately terminate the Hire if they determine that the safety of the Venue or people within it are at risk due to the Hirer/ Event Organiser failing to comply with any of the terms above relating to Health and Safety. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence.

4.7. The Hirer/ Event Organiser must comply with requests for information from the Council and Events Safety Advisory Group.

4.8. Where the Terrorism (Protection of Premises) Act 2025 or otherwise know as Martyn's Law (or any replacement legislation) applies to the Event, the Hirer/Event Organiser shall comply with all obligations applicable to it under that legislation and shall provide such information or evidence of compliance as the Council may reasonably request.

5. Equipment

5.1. Loudspeakers and amplification equipment may only be used with the written permission of the Authorised Officer and must only be operated in compliance with Clause 5.3.

5.2. The Hirer/Event Organiser warrants to the Council that all equipment to be used at the Event complies with the requirements of the Provision and Use of Work Equipment Regulations (PUWER).

5.3. Any electrical appliance or lighting brought onto the Venue for use during the period of hire must have a visible current Portable Appliance Test (PAT) certificate. Any electrical equipment used must be suitable for safe connection with an outdoor socket. Copies of relevant certification must be provided to the Council on or before the date the final balance is due.

5.4. Where permission has been granted for the use of a temporary electricity supply at the Venue, any such supply must be provided in accordance with the current Institution of Electrical Engineers (IEE) regulations.

5.5. The Hirer/ Event Organiser must ensure that any equipment used at the event has been certified and inspected under the appropriate inspection scheme including but not limited to Pertexa Inflatable Play Accreditation (PIPA) or Amusement Device Inspection Procedures Scheme (ADIPS). Copies of relevant certification must be provided to the Council by the Hirer/ Event Organiser on or before the date the final balance is due.

5.6. The use of generators at the Venue is permitted only with the prior written approval of the Council and subject to compliance with all applicable health and safety, fire safety and environmental requirements. All generators must:

5.6.1. Be positioned in a safe and suitable location approved by the Council;

5.6.2. Be located away from buildings, structures, combustible materials and any other potential sources of ignition

5.6.3. Be adequately ventilated and protected from weather exposure where necessary

5.6.4. Be properly maintained, fit for purpose and operated in accordance with manufacturer guidance and relevant legislation

5.6.5. Be suitably silenced or noise attenuated so as not to cause nuisance or disturbance; and

5.6.6. Be securely fenced, barricaded or otherwise protected at all times to prevent unauthorised access by members of the public.

5.7. The Event Organiser/Hirer shall be responsible for ensuring that all fuel storage, cabling and generator operations are managed safely and do not create a risk to public safety, property or the environment.

5.8. The Council reserves the right to require the removal, relocation or immediate shutdown of any generator which, in the Council's reasonable opinion, presents a health and safety risk, causes nuisance or fails to comply with these requirements.

6. Catering

6.1. The selling of alcoholic beverages at the venue will not be permitted without prior written consent from the Council. Where permission is granted, all persons supplying food or alcoholic beverages must hold an appropriate food hygiene certificate and a licence to sell alcohol. Copies of relevant certification must be provided to the Council by the Hirer/ Event Organiser at least one calendar month prior to the Event.

6.2. All caterers at the event must be made available for the Council's Environmental Health Team and comply fully with the requirements of the Food Safety Act 1990 and all food safety hygiene regulations and any amendments thereto. All prices and charges shall be clearly displayed.

6.3. It is the Hirer's/ Event Organiser's responsibility to have obtained all required licences for the sale of alcohol and to ensure that sale or consumption of food and alcohol at the event is lawful and falls within applicable regulations and guidelines. It is the Hirer's/ Event Organiser's responsibility to ensure that each vendor using the venue during the hire period complies with current food hygiene regulations. Failure to comply with these terms may result in the immediate cancellation of the Event by the Council.

6.4. The Hirer/ Event Organiser must provide full details to the Council of all catering, refreshment and bar facilities intended to operate at or in connection with the Event, including details of all external caterers, food vendors, mobile units, bars and concession operators attending the Venue.

6.5. The Hirer/ Event Organiser shall ensure that all catering and bar operators fully comply with all applicable food safety, food hygiene, allergen, licensing and health and safety legislation, including but not limited to:

6.5.1. The Food Safety Act 1990

6.5.2. Relevant food hygiene regulations

6.5.3. Allergen information requirements

6.5.4. Any requirements or guidance issues by the Council's Environmental Health Service or Licencing Team

6.6. All catering and bar providers must be appropriately registered, competent, insured and licensed (where applicable) to undertake the activities proposed. Copies of relevant food hygiene ratings, registrations, licences, risk assessments, insurance certificates and any other supporting documentation must be provided to the Council upon request and/ or within any timeframe specified by the Council.

6.7. The Hirer/ Event Organiser shall remain fully responsible for the acts and omissions of all catering and bar providers engaged in connection with the Event.

6.8. The Council reserves the right to prohibit, suspend or remove any catering or bar operation where satisfactory documentation has not been provided or where the Council reasonably considers there to be a risk to public health, public safety or non-compliance with applicable legislation or Council requirements.

7. Event Attractions

7.1. Where the Event includes fairground rides, inflatables, amusement devices, side stalls or other attractions situated on Council land or the public highway, the Hirer/ Event Organiser must provide the Council's Events Team with copies of all relevant and current inspection, testing and insurance documentation for each individual attraction at least one month before the Event or no later than the timeframe specified by the Council (whichever is the sooner).

7.2. This shall include, where applicable:

7.2.1. Valid ADIPS certification;

7.2.2. PIPA certification;

7.2.3. Public Liability Insurance certificates; and

7.2.4. Any additional safety documentation, risk assessments or operating information reasonably requested by the Council.

7.3. The Hirer/ Event Organiser shall ensure that all attractions are installed, operated and supervised by suitably qualified, competent and insured operators and are fully compliant with all applicable legislation, guidance and industry standards.

7.4. The Council reserves the right to prohibit, remove or prevent the operation of any attraction where satisfactory documentation has not been provided, where documentation has expired or is deemed inadequate, or where the Council reasonably considers that the attraction presents a risk to public safety.

7.5. Failure to provide the required documentation within the required timescales may result in the relevant attraction(s) being refused permission to attend or operate at the Event and may, where appropriate, result in the suspension or cancellation of the Event.

8. Intellectual Property

8.1. The Hirer/ Event Organiser shall ensure that the Event shall not infringe any Intellectual Property rights or cause any Intellectual Property rights to be infringed whether by act or omission.

8.2. If the Event involves the use of copyrighted material it will be the responsibility of the Hirer / Event Organiser to obtain the consent of the owner of the relevant copyright or and to pay all fees or royalties which may be payable in respect of the copyright. The Hirer/ Event Organiser shall comply with all terms of such consent and produce evidence of such consent to the Authorised Officer on request.

8.3. The Hirer/ Event Organiser must supply to the Council for approval (if so required) a copy of the programme of any entertainment to be given at the Event not less than 7 Business Days before the Event and must provide such evidence as the Council may reasonably require of compliance with this Condition.

8.4. The Hirer/ Event Organiser shall fully indemnify the Council against any infringement of Intellectual Property rights which may occur during the hiring.

9. Advertising

9.1. The Hirer/ Event Organiser shall ensure that all event publicity signs/posters are be displayed in accordance with the Town and Country Planning Act 1990 and the Town and Country Planning (Control of Advertisements) Regulations 2007 and all amendments thereto. No flags, emblems, decorations, posters or advertisements shall be displayed inside or outside the Venue without the previous written consent of the Planning Officer.

9.2. The Hirer/ Event Organiser may at the Council's discretion be permitted to promote the Council's web event/activity within the venue and through the Venues and social media outlets. Personal information may be sent to events@sthelens.gov.uk to be shared on the Council's social media pages.

9.3. The advertising of an event by illegal flyposting will result in the immediate withdrawal of permission to use the venue and may result in prosecution. The Council reserves the right to recover from the Hirer/ Event Organiser the costs of removing any unauthorised material.

10. Amenities and Car Parking

10.1. Use of amenities whilst in the Venue is not permitted. This includes water, electrical connections or street furniture. Should the Hirer/ Event Organiser require a water supply this can be arranged at a cost at Sherdley Park only.

10.2. The use of generators is permitted. All generators must be located away from any sources of ignition and be fenced to prevent unauthorised access. Generators must be safe and meet British Standards, ultra silent with a noise level of less than 50dBa.

10.3. The Council may require the Hirer/ Event Organiser to provide, at their own expense, such temporary sanitary facilities as are deemed reasonable by the Council dependent on the nature of the Event.

10.4. The Hirer/ Event Organiser shall not drive or park vehicles over or on the Venue nor permit anyone else to do so, other than as agreed with the Authorised Officer in writing. All access onto the Venue must be via the agreed route. Park gates must not be opened to allow general vehicular admission.

10.5. It is the Hirer's/ Event Organiser's responsibility to ensure that people attending the Venue follow the Council's conditions for car parking to ensure that such people park in a considerate manner without causing inconvenience to others. A car park for the visiting public must be signed with the appropriate signage; this shall not cause any obstruction nor infringe any laws pertaining to highways and/ or street furniture.

10.6. Where the Event is taking place within a gated park or open space, the Event Hirer/ Event Organiser must not open, unlock or otherwise permit the opening of any park gates or access points for general vehicular access to the site unless expressly authorised in writing by the Council.

10.7. Unauthorised vehicular access may result in the immediate suspension or cancellation of the Event by the Council without refund or compensation.

10.8. The Hirer / Event Organiser acknowledges that the Venue may remain operational as a public park/open space during the Event and that the safety of members of the public, site users and Event attendees is of paramount importance.

10.9. The Hirer/ Event Organiser shall comply with any access, traffic management, stewarding or safety instructions issued by the Council in relation to vehicular or pedestrian movements within or around the Venue.

11. Right of Entry

11.1. Authorised Council officers shall be permitted entry to the Venue at all times during the period of hire who shall have full power to enforce these Terms and Conditions.

11.2. The Council reserves the right to fix a maximum limit to the number of persons attending the Event.

11.3. The Council reserves the right to refuse admission of any person to the Venue and to require any person to leave the Venue upon request by an authorised employee or agent of the Council or the Police. Any Hirer/ Event Organiser or vendor in breach of these terms and conditions will be stopped from trading and required to leave the Venue.

12. Public Health

12.1. The Hirer/ Event Organiser acknowledges that they will be required to comply with all requirements put in place in accordance with government restrictions, Public Health England guidance or guidelines issues by the local Director of Public Health in order to ensure the safety of the Event and participants.

12.2. The Hirer/ Event Organiser must comply at their own cost with any measures required to ensure that the Event is Covid safe including but not restricted to:

12.2.1. Imposition of maximum numbers at the Event and requirements to comply with pre-booking

12.2.2. Social Distancing

12.2.3. Imposition of specific requirements in respect of personal protective equipment such as the wearing of masks or the use of sanitisers

12.2.4. Limitation on the availability of food and drink

12.2.5. Use of lateral flow testing and compliance with any reporting requirements

The Council will not be liable for any losses incurred as a result of the Event being

cancelled or postponed due to Public Health restrictions. The Council reserves the right, at its absolute discretion and without liability, to refuse any application, impose additional conditions, suspend an Event, withdraw approval or terminate the hire arrangement at any time where the Council reasonably considers that:

12.2.6. Public safety may be compromised

12.2.7. There is a risk of damage to the Venue or surrounding property;

12.2.8. This Event may cause nuisance or disruption;

12.2.9. The Hirer has failed to comply with these Terms and Conditions

12.2.10. The Event may adversely affect the Council's reputation; or

12.2.11. The Event is otherwise considered unsuitable or inappropriate for the Venue.

12.3. In such circumstances, the Council shall not be liable for any costs, losses, damages, expenses or claims incurred by the Hirer/ Event Organiser or any third party arising from such refusal, suspension, withdrawal or cancellation.

13. Waste, Litter and Refuse Removal

13.1. The Hirer/ Event Organiser shall be fully responsible for the collection, management and lawful removal of all litter, waste and refuse arising from or connected with the Event throughout the hire period and immediately following the Event.

13.2. Waste management and cleansing services may be arranged through the Council's Street Scene Team, subject to availability and payment of the applicable charges. Should the Hirer/ Event Organiser wish to utilise this service, requests should be directed to the Council in advance of the Event.

13.3. The Hirer/ Event Organiser must ensure that the Venue is maintained in a clean, safe and satisfactory condition at all times and is left clear of all litter, waste, equipment and materials upon completion of the Event.

13.4. Where, in the Council's reasonable opinion, litter, waste or refuse has been left unattended, inadequately managed or is likely to pose a risk to public health, public safety, the environment or the condition of the Venue, the Council reserves the right to undertake such cleansing, clearance, removal or reinstatement works as it considers necessary.

13.5. The Hirer/ Event Organiser shall indemnify the Council and reimburse the Council in full on demand for all costs, charges, expenses and administrative fees reasonably incurred by the Council in undertaking such works, including any contractor costs, waste disposal charges, reinstatement costs or officer time.

13.6. The Hirer/ Event Organiser will be responsible for the Venue during the hire period. If ground damage occurs, the Council will issue the Hirer/ Event Organiser with an invoice to cover any ground reinstatement fees which fees the Hirer/ Event Organiser will pay within 28 days of receipt of the Council's invoice.

14. Event Planning, Risk Assessment and Management

14.1. The Hirer/ Event Organiser acknowledges and accepts full legal responsibility for the planning, management, organisation and safe delivery of the Event and for ensuring, so far as reasonably practicable, the health, safety and welfare of all persons attending, participating in or otherwise affected by the Event.

14.2. This responsibility includes, but is not limited to:

14.2.1. Attendees, participants and members of the public;

14.2.2. Employees participants and members of the public;

14.2.3. employees, volunteers, contractors and subcontractors;

14.2.4. performers, exhibitors, vendors and concession operators; and

14.2.5. the safe management of all Event activities, equipment, structures, attractions and operations.

14.3. The Hirer/ Event Organiser shall ensure that all necessary risk assessments, control measures, supervision, stewarding, emergency procedures and safety arrangements are implemented and maintained throughout the duration of the Event.

14.4. For the avoidance of doubt, any review, approval or acceptance by the Council of Event documentation, plans, licences, risk assessments or arrangements shall not relieve the Hirer/ Event Organiser of responsibility or liability for the safe planning and operation of the Event.

15. Insurance

15.1. The Hirer/ Event Organiser must arrange for Public Liability insurance to be obtained to a minimum value of £10,000,000 for any one occurrence or such other amount as may be notified by the Council for the duration of the period of hire. This must also include cover for third party property damage caused through the actions of the Hirer/ Event Organiser, his servants or guests during the period of hire.

15.2. Written proof of this insurance shall be produced to the Council by the Hirer/ Event Organiser prior to the commencement of the hire. Failure to do so may, at the sole discretion of the Council, result in the termination of the hire by written notice to the Hirer/ Event Organiser. In such circumstances the Hirer/ Event Organiser will remain fully liable for the fees payable in respect of the hire. The Council will not be responsible for any costs or losses which are incurred by the Hirer/ Event Organiser as a result of such termination.

15.3. Where the nature, scale and risk profile of the Event is considered by the Council to be lower risk, the Council may, at its sole discretion, agree to a reduced level of cover, provided that such cover shall in no circumstances be less than £5 million (£5,000,000).

15.4. The Event Organiser/Hirer shall be responsible for ensuring that all contractors, subcontractors, vendors, exhibitors, performers, caterers, participants, attractions, operators and any other third parties engaged in connection with the Event maintain appropriate and adequate Public Liability Insurance cover and relevant site-specific risk assessments suitable for the activities being undertaken.

15.5. Copies of all relevant insurance certificates, risk assessments and supporting documentation shall be provided to the Council upon request and/or prior to the Event where required by the Council. The Council reserves the right to refuse permission for any individual, group, company, contractor or activity to participate in the Event where satisfactory documentation is not provided.

16. Liability and Indemnities

16.1. Except to the extent caused by the negligence or breach of statutory duty of the Council, the Council shall not be liable for any loss, damage, theft, injury, death, expense, claim, demand, action or other liability arising from or in connection with:

16.1.1. the occupation or use of the Venue/property/land;

16.1.2. the Event or any activities associated with the Event; or

16.1.3. any act or omission of the Event Organiser/Hirer, attendees, participants, contractors, subcontractors, suppliers, vendors, volunteers or third parties connected with the Event.

16.2. The Hirer/ Event Organiser acknowledges and agrees that they shall be solely and fully responsible for the planning, organisation, management, supervision and safe operation of the Event and for all activities undertaken in connection with the Event and use of the Venue.

16.3. The Hirer/ Event Organiser shall be responsible for, and shall ensure compliance by, all employees, volunteers, contractors, subcontractors, suppliers, vendors, exhibitors, performers, operators, participants, attendees and any other persons engaged by, acting on behalf of, or permitted onto the Venue by the Hirer/ Event Organiser.

16.4. The Hirer/ Event Organiser shall indemnify, keep indemnified and hold harmless St Helens Borough Council, its Members, officers, employees, agents and representatives from

and against any and all:

16.4.1. actions;
16.4.2. claims;
16.4.3. demands;
16.4.4. proceedings;
16.4.5. liabilities;
16.4.6. losses;
16.4.7. damages;
16.4.8. costs;
16.4.9. expenses;
16.4.10. fines;
16.4.11. penalties; and
16.4.12. legal and professional fees,
16.4.13. whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with:
16.4.14. the Event;
16.4.15. the occupation or use of the Venue/property/land;
16.4.16. any breach of these Terms and Conditions;
16.4.17. any injury, illness, death, loss or damage suffered by any person;
16.4.18. any damage to property or the environment;
16.4.19. any failure to obtain or comply with licences, consents or statutory requirements; or
16.4.20. any act, omission, negligence, default or misconduct of the Hirer / Event Organiser or any employees, volunteers, contractors, subcontractors, suppliers, vendors, exhibitors, operators, participants or attendees connected with the Event.

16.5. The Event Organiser/Hirer acknowledges that the Council's role is limited to permitting use of the Venue and that the Council does not accept responsibility for the planning, management, supervision, control or operation of the Event.

16.6. Any review, comment, approval, acceptance or inspection undertaken by the Council in relation to Event documentation, licences, plans, risk assessments, equipment, structures or activities shall not relieve the Event Organiser/Hirer of their responsibilities or liabilities and shall not be interpreted as the Council assuming responsibility for the Event or confirming the adequacy or safety of the arrangements.

16.7. The Hirer / Event Organiser shall be liable for, and will indemnify the Council against all damages, charges, costs, expenses payable by the Council in respect of legal actions and legal claims, including court proceedings, brought or made against the Council in respect of any loss, damage, death or personal injury arising in respect of any third party as a consequence of the negligence of the Hirer/ Event Organiser, its servants or guests.

16.8. The Council shall not be liable for any loss due to industrial action, breakdown of machinery, failure of supply of electricity, flood water, fire, Government restrictions (including in relation to Covid-19/SARS-CoV-2) or any other circumstances beyond its reasonable control, which may cause any part of the Venue to be inaccessible or the period of hire to be interrupted or cancelled.

16.9. Unless due to the negligence of the Council, the Council shall not be responsible for any loss or damage howsoever caused to the Hirer's/ Event Organisers property or the property of any of the Hirer's guest, audience members, participants or contractors stored on the Venue.

16.10. The Hirer/ Event Organiser shall ensure that its contractors and agents are insured under the same insurance standard and requirements as outlined in these Terms and Conditions.

16.11. Nothing in the Agreement limits the liability of either party which cannot legally be limited, including liability for:

16.11.1. death or personal injury caused by negligence; and

16.11.2. fraud or fraudulent misrepresentation.

17. Damage to the Venue

17.1. The Council will require a damage bond in accordance with the scale of Fees and Charges.

17.2. A full inspection of the Venue will be undertaken by the Council's Open Spaces Team both prior to and following the event to document the condition of the Venue/ Site.

17.3. It is the Hirer's responsibility to protect the Venue during the period of hire. The Hirer shall undertake to ensure that no loss, damage, defacement or destruction is caused to any Council-owned land, equipment, materials, facilities or natural features. If any damage occurs or is sustained during a period of hire the Hirer/ Event Organiser shall further undertake to reimburse the Council with any costs that might necessarily be incurred by the Council in the repair, replacement, cleaning or reinstatement required as a result of the actions of any persons attending or participating in the event.

17.4. Where, following inspection after the event, any damage is identified which requires reinstatement a cost estimate will be provided to the Hirer / Event Organiser who may use their own contractor to reinstate the Council's requirements or may instruct Grounds Maintenance to undertake the work.

17.5. Without prejudice to the foregoing:

17.5.1. The Hirer/ Event Organiser shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional decorative lighting in or on any parts of the Venue without the prior written consent from the Council.

17.5.2. Any items owned by the Hirer/ Event Organiser must be removed at the end of the hire period. The Council may remove and store or dispose of any property left by the Hirer/ Event Organiser at the Venue after the hire period. The Hirer/ Event Organiser shall repay to the Council on demand the costs of such removal, storage or disposal of any property left by the Hirer/ Event Organiser at the Venue. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. Any items not collected within 28 days will be disposed of by the Council in any manner they see fit.

17.5.3. The Venue must be maintained in a clean and tidy condition. All litter and rubbish must be removed at the end of the Event and placed in suitable litter receptacles.

17.5.4. Removal of litter/waste may be arranged through the Council's cleansing team for an additional charge.The Council reserves the right to invoice the Hirer for any cleaning costs incurred if the Venue is left in an unsatisfactory condition.

17.5.5. The Hirer/ Event Organiser shall not interfere with or make any alteration to the layout or arrangement of the venue without the prior consent of the Council. Any equipment used (subject to permission) must be returned to its original position.

18. Agreement as Contractual only

18.1. Subject to these Terms and Conditions, the Council grants the Hirer/ Event Organiser a right for the Hire Period to enter and use the Venue for the Event in accordance with these Terms and Conditions. The Hirer/ Event Organiser acknowledges that:

18.1.1. the Hirer/ Event Organiser shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Council and the Hirer/ Event Organiser by this agreement; and

18.1.2. the Council retains control, possession and management of the Venue and the Hirer / Event Organiser has no right to exclude the Council from the Venue. The Council reserves the right to enter the Venue at all times during the Hire Period.

19. Termination

19.1. The Council shall be entitled to terminate this Agreement and cancel the hire of the Venue:

19.1.1. In the event of a breach or anticipated breach of any of these Terms and Conditions of Hire;

19.1.2. if at any time prior to the commencement of the Event, it shall appear to the Authorised Officer that the Hirer/ Event Organiser has made a material omission from, or misrepresentation in the Application Form;

19.1.3. the Hirer/ Event Organiser has failed to provide an adequate Event Management Plan (where required), risk assessments or proof of any required licence by the required date;

19.1.4. if any sum payable is not paid by the Hirer/ Event Organiser by the date upon which it is due

19.1.5. if it transpires that the proposed use may, in the reasonable opinion of the Authorised Officer, cause public offence, not be in keeping with the character of the Venue or bring the Council into disrepute;

19.1.6. if the Council considers that the health and safety of the public may be at risk;

19.1.7. if advised to do so by the emergency services; or

19.1.8. if required by any government restrictions

19.2. Cancellations of a booking by the Hirer/ Event Organiser must be made in writing to the Authorising Office. Any fees are non-refundable.

20. Variations to the Agreement

20.1. The Council reserves the right to vary the conditions of the Agreement between the Council and the Hirer at any time on seven calendar days' notice. Any variations so made shall be deemed to be incorporated into these conditions.

21. Governing Law and Jurisdiction

21.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule [X] – Division of Responsibilities

For the avoidance of doubt, the below table sets out the principal responsibilities of the Council and the Event Organiser/Hirer in relation to the Event. The Event Organiser/Hirer remains fully responsible for the safe planning, management and operation of the Event at all times. A LIST OF RESPONSIBILITIES FOR THE EVENT ORGANISER IS BELOW BUT NOT LIMITED TO:

Area of Responsibility	Council Responsibility	Event Organiser/ Hirer Responsibility
Booking confirmation and venue hire	✓	
Event planning and delivery		✓
Event management and supervision		✓
Health & Safety compliance		✓
Preparation of Event Management Plan		✓
Site-specific risk assessments		✓

Compliance with legislation and regulatory requirements		✓
Obtaining licences, permits and authorisations		✓
Public Liability Insurance		✓
Insurance of contractors/suppliers/vendors		✓
Stewarding and crowd management		✓
Security arrangements		✓
First aid and medical provision		✓
Fire safety arrangements		✓
Safeguarding arrangements		✓
Traffic management and vehicle control		✓
Management of contractors and subcontractors		✓
Management of volunteers and staff		✓
Installation and operation of temporary structures		✓
Generators, power and fuel safety		✓
Catering, food hygiene and allergen compliance		✓
Alcohol sales compliance		✓
Management of attractions/fairground rides/inflatables		✓
Waste management and litter removal		✓
Protection of the Venue and surrounding land		✓
Public communications and event promotion		✓
Noise management		✓
Accessibility and reasonable adjustments		✓
Compliance with Council officer instructions		✓
Incident and accident reporting		✓

Emergency procedures and evacuation arrangements		✓
Maintenance of the wider public park/open space	✓	
Review of submitted documentation	✓	
Monitoring compliance with hire conditions	✓	
Exercising enforcement/suspension powers where required	✓	

Important Clarification

The Event Organiser/Hirer acknowledges and agrees that:

- the Council's review, approval or acceptance of any Event documentation, licences, risk assessments, insurance documents or plans does not transfer responsibility for the Event to the Council;
- the Council's role is limited to permitting use of the Venue subject to these Terms and Conditions; and
- overall responsibility and liability for the Event remains with the Event Organiser/Hirer at all times.