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LAUNCESTON PARADE GROUND AND KINGS FIELD (PRIORY PARK)

GENERAL POLICIES AND CONDITIONS OF HIRE

Introduction

Launceston Parade Ground and Kings Field (Priory Park) are areas of public open space managed by Launceston Town Council. Both areas enjoy close proximity to residential properties and are places where people can be entertained, enjoy community or leisure activities or sit in the open air. It is important to ensure that any entertainments and activities enhance the experience of the community and that they do not compromise the safety of residents or visitors. All bookings must be made through the Town Council office.

1 Objectives

The objectives for the use of the Parade Ground and Kings Field (Priory Park) are:-

- a) To facilitate and encourage appropriate events and entertainment for the community
- b) To improve the general character and enhance the image of Launceston

All events will be assessed for their suitability before being granted permission to use the space. Events must be suitable for all ages and be free of charge.

2 Area

A plan of the area of the Parade Ground and Kings Field (Priory Park) to be hired can be provided on request

3 Event Notification (Including Road Closures)

Cornwall Council's Event Notification form has merged with the Road Closure Application form. Whether or not your event requires a road closure, an Event Notification Form will generally be required to be made. If your event does NOT involve a road closure, you can use the shorter form. You will need to provide a minimum of **12 weeks notice** for both the Event Notification Form including Road Closure and the Event Notification Form (no Road Closure).

4 Loading and Unloading

On street loading and unloading is not possible for use of the Parade Ground. Any on street loading and loading for Kings Field (Priory Park) must take into consideration the residential nature of the adjacent streets. Vehicles are not permitted on Kings Field (Priory Park)

5 Period of hire

The space is not generally available for hire between the hours of 2000 and 0700 except by prior written agreement. You must keep to the period of hire specified on the application form. You will indemnify the Town Council against any claim, loss or costs arising from your failure to vacate the premises at the agreed time.

If it is agreed that an event can continue beyond 2000 then a notice to this effect must be posted locally prior to the event.

6 Fees

- Standard fee. You will be charged the standard fee unless you qualify for a concessionary discount. Rates are listed on the booking form.
- Concessionary discounts may be granted to local community and charitable organisations.

7 Payment

These terms apply to standard and concessionary fees:

- Deposit. A deposit of 50% of the total fee due is required before a reservation can be confirmed. Prior to receipt of the deposit reservations are provisionally agreed but the premises may be re-let if the completed application form and deposit have not been received at least 28 days before the event date.
- Balance is due for payment by the event date. We will invoice you for the balance due prior to your event. Payment will be due within 14 days.

8 Cancellation

We reserve the right to cancel the Agreement for Hiring at any time if the space is needed for purposes of national or local importance not contemplated at the time of hiring or if the hiring is not deemed to be in the best interest of the community of Launceston or Launceston Town Council. Our decision to cancel will be final, any fee paid will be returned to you and you agree to accept it in full settlement of all claims, costs, losses and damages that you might otherwise have against us arising from the cancellation.

In the event of your cancelling the following charges apply:

- | | | |
|------|--------------------------|-----------------|
| i. | More than 28 days notice | Nil |
| ii. | 14-28 days notice | 50% of full fee |
| iii. | Less than 14 days notice | Full fee due |

In the event of a late cancellation due to bad weather no charge will be made, unless the Council has incurred unrecoverable expenditure, if so, this will be charged to the hirer.

9 Refuse and cleaning

Arrangements must be made for all refuse to be cleared and removed from the area at the end of the event. A minimum charge of £50 will be added to the hire cost and refunded only if no refuse has been left on site and no cleaning is required. Where it is necessary for staff to work additional hours to prepare for your event, or to clear up afterwards, you will be charged for the costs involved at a minimum rate of £25 per hour.

10 Removal of equipment

Everything belonging to you or brought in by you must be removed at the end of the hiring. All items brought onto the area or left at the event are at the organiser's/owner's risk.

11 Advertising

No commercial advertising is allowed on the premises unless associated with the use of the premises for hosting a specific event when temporary advertising up to 10 days in advance of the event will be allowed.

12 Fly posting

Fly posting in connection with any hiring is prohibited and if undertaken could result in refusal of future reservation. Should areas need to be cleaned as a result of fly posting the organisers will be invoiced for that service.

13 Insurance and Indemnity

Public liability insurance cover for a minimum of £5m is required for any event. The hirer shall indemnify the council in respect of all damage or injury to property or person and in full against all liabilities, claims, demands, losses, damages, costs and expenses suffered and incurred by the council as a result of or arising in connection with the event.

14 Payment of Royalties

You must pay any taxes or royalties chargeable or payable for an event where entertainment is provided.

15 Performing Right Society (PRS) and Phonographic Performance Limited (PPL)

If any copyright music is performed you must contact both PRS and PPL and pay a copyright fee. Contact details - PRS : www.prsformusic.com 0800 068 4828 - PPL : 020 7534 1070. Nearly all music is copyright.

16 Licensing

The Parade Ground has a premises license authorising the following activities: Plays (A) Outdoors, Boxing or Wrestling Entertainment (D) Outdoors, Live Music (E) Outdoors, Recorded Music (F) Outdoors and Performance of Dance (G) Outdoors.

These activities are licenced from Monday – Saturday 10:00 – 21:00 and Sunday 10:00 – 18:00. No licensable activities may take place without the express permission of the Town Clerk.

Kings Field (Priory Park) is not licensed. Any event which involves a licensable activity will require the organiser to apply for a Temporary Events Notice from Cornwall Council

The sale of alcohol is not permitted at either location.

17 Health and Safety

A risk assessment must be undertaken prior to the commencement of the event and a signed copy handed to a member of the Council's staff. Further information, including a template you can use, can be found at the Health & Safety Executive's website www.hse.gov.uk (template is www.hse.gov.uk/risk/template.pdf).

You must not:

- Store or allow to accumulate rubbish or unused materials
- Give performances involving danger to the public
- Bring any explosive, toxic, hazardous or highly flammable substance into the premises
- Use lasers unless in possession of a PM19 Certificate and name the use approved by the Local Licensing Officer
- Use cylinders for the storage of air or other gases or liquids under pressure except with our prior written consent

19 Spillage

Any spillage must be cleared immediately to prevent damage to the ground surface and injury to people.

20 First Aid

The requirements of good practice are to be met. Suitably qualified first aiders are to be available during the event.

21 Limitation on numbers

The maximum numbers permitted are difficult to define precisely as the space is open but indicative numbers are:

- Parade Ground 300
- Kings Field (Priory Park) 1000

22 Maintenance of good order

You must maintain good order and decent behaviour by persons attending your event. Events must be conducted decently, soberly and in an orderly manner to ensure the safety of the public, performers and staff.

23 Nuisance

You must ensure that noise does not cause a nuisance or disturbance to people in the neighbourhood.

24 Busking and street entertainment

Buskers do not require a licence but are required to observe the law regarding noise, obstruction and anti-social behaviour. Noise (music and voice) should not be heard beyond 50m nor be a nuisance to nearby premises. Responsible use of amplification will be tolerated. Buskers should only play for one hour maximum in any one spot. Entertainers should not obstruct the highway, and must make sure any audiences do not cause an obstruction to other users. Buskers and entertainers must not ask for money but can accept donations.

26 Catering

You must ensure that everyone preparing or serving food complies with all relevant food hygiene legislation. Smoking is not allowed anywhere food is being served.

27 Markets

All markets must comply with legislation relating to food safety, hygiene and trading standards, and must send the Town Council copies of the appropriate licences with the booking form. Guidelines for markets are issued by Cornwall Council (Business Advice – Farmers Markets; Food Safety Guidance for Farmers' Markets Traders and Public Health and Protection Advice Note). Copies of these are available on the Cornwall Council website or from Launceston Town Council. Any breach of regulations will mean that the market will be closed down. Markets are expected to trade until at least 3pm and no dismantling will be allowed prior to that time.

28 Public Conveniences

The nearest Public Conveniences to the Parade Ground are located in the car parks on Race Hill, Tower Street and Westgate Street. The conveniences in the nearest Public Houses (including The White Hart Hotel) are for patrons only. The nearest public conveniences to Kings Field (Priory Park) are located next to Newport Roundhouse, the conveniences in the nearest Public House (The White Horse) are for patrons only. If requested the Town Council will arrange for the public conveniences in the Westgate Street car park and/or Newport to remain open after 1800 to support events. For users of the Kings Field (Priory Park) the Town Council recommends hire of portable toilets.

29 Variation and Compliance with these Conditions

We may vary any of these Conditions at any time. It is a requirement that you agree to comply with any directions given by us or on our behalf even if they contradict any of the Conditions. You must ensure that any persons engaged by you for the purpose of your hiring are informed of and comply with the Conditions, which apply to them.

30 Definitions

For the purpose of these conditions the term Hirer means an individual hirer or the authorised representative of an organisation. The terms we or Council mean Launceston Town Council. The term event means the function specified in the Agreement. Premises means the Parade Ground or Kings Field (Priory Park). Hirers are advised to view the premises prior to booking to make sure they are suitable for their purposes.

31 Inspection by Officers

During your period of hire you must allow access to:

- Authorised officers of the Licensing Authority
- Police Officers or PCSO's
- Fire Authority Officers
- The Town Clerk or their appointed representative

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