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LAUNCESTON TOWN SQUARE

GENERAL POLICIES AND CONDITIONS OF HIRE

Introduction

The Town Square is the focal point of Launceston Town Centre. It is a place where people can be entertained, enjoy shopping and leisure activities or sit in the open air. It is important to ensure that any entertainments and activities enhance the image of the town centre and that they do not compromise the safety of visitors. The Town Square is owned and maintained by Cornwall Council but managed by Launceston Town Council, and all bookings must be made through the Town Council office.

1 Objectives

The objectives for the use of Town Square are:-

- a) To facilitate and encourage appropriate events and entertainment in the Town Square
- b) To improve the general character and enhance the image of Launceston town centre

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

The area of the square to be hired is shown on the enclosed plan.

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. **Your event will require a road closure if you intend to use the loading bay area from Barclays Bank at no 6 Broad Street to 13 High Street.** 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 prohibited except in designated loading bays. Any application for street closure/closure of designated loading bays must be made if these spaces are required to be used in conjunction with the event, see above. Once your event is set up vehicles must be removed from the site.

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 town 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 £15 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 Use of utilities – electricity and water

Electric and water points are available in the Town Square. The meters will be read before and after your event. The cost of electricity and water used is in addition to the hire charge.

Any electrical appliances being used by the Hirer must have a current PAT Test Certificate.

Arrangements for access to the bollards and electricity or water supply must be made in advance with the Town Council office.

12 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.

13 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.

14 A Boards

No A boards may be displayed in the square at any time.

15 Insurance and Indemnity

Public liability insurance cover is required 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.

16 Payment of Royalties

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

17 PPL PRS Ltd

If any copyright music is performed you may need to purchase a license. Contact <https://pplprs.co.uk> or 0800 0720 808. Nearly all music is copyright.

18 Licensing

The Town Square 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.

There is no licence covering the sale of alcohol in the Town Square. If you are planning an event where there will be entertainment, supply of alcohol or supply of hot food or drink you will need to apply for a Temporary Event Notice (TEN) from Cornwall Council and provide a copy to the Town Council offices.

19 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
- Use any explosive, toxic or hazardous substance
- Use stroboscopic lighting, smoke, vapour or water vapours
- 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

20 Spillage

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

21 First Aid

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

22 Limitation on numbers

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

- Square 400

23 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.

24 Nuisance

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

25 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

Both British and Continental markets are encouraged to use the Town Square. 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 Individual market stalls

The Council will permit individual stall holders to use the Town Square only if the Council judges that they are providing an essential service which is not currently being provided by any of the shops in Launceston. Individual market traders are encouraged to join one of the existing markets in the town. The monthly Market in the Square runs on the second Saturday in the month and there are community markets on Fridays and Tuesdays.

29 Political/Lobby Organisations

Properly constituted political and lobby organisations are permitted to book to use the Town Square, providing they meet the Town Square general policies, that the Police have no objections on Public Order grounds, and that Cornwall Council are notified prior to the event.

30 Public Conveniences

The nearest Public Conveniences 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. If requested the Town Council will arrange for the public conveniences to remain open after 1800 to support evening events.

31 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.

32 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 Town Square. Hirers are advised to view the premises prior to booking to make sure they are suitable for their purposes.

33 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

Revised October 2019