

## Parks and Open Spaces Booking Form – Regular Activity Form

### Timelines:

All applications must be submitted **4 weeks before** the activity start date. If you are applying outside of this timeline, please be aware that your application may be unsuccessful.

### Costs:

There is no charge for the use of land requested for 'Registered Charities'.

Other bodies will be given a price on application; fees may be waived for certain organisations or activities/classes.

SECTION 1 – HIRER INFORMATION			
Company/Organisation Name			
Contact Name			
Address			
Tel & Mobile No			
Email			
SECTION 2 – LOCATION / DATE REQUIRED / EVENT INFORMATION			
Hire Date(s) Please include set up and take down			
Hire Time(s) Please include set up and take down			
Location Required	Hudson Field		Victoria Park
	Bourne Hill Gardens		Churchill Gardens
	Queen Elizabeth Gardens		Wyndham Park Open Space
	Pinewood Way Open Space		The Greencroft
	Harnham Recreation Ground		Other – please state:
Brief description of activity/class			
Type of organisation	Charity Please supply charity number		Fund Raising
	PROFIT Making		Non Profit Making
	Commercial Business		Other – please state
What age group is your activity/class designed for	Children		Teenager/Young Person
	Adult		Family
	Senior Citizens		
Is there a fee to join your activity/class? If yes, how much will you be charging?	YES / NO		
Will you be erecting any Structures for your class/activity (i.e. gazebos/stands)?	YES / NO		
If yes, please give details			

How many staff will your activity/class have?	
How many participants will you activity/class have?	
Please provide details of your First Aid arrangements	
Does your activity/class require power?	
If yes, please provide details on how you intend to supply power	
Your activity/class is likely to be taking place in a public area, please describe how you will minimise disruption to neighbours and other park users?	
Are there any other elements of your activity/class that you consider should be highlighted for health and safety reasons?	

### SECTION 3 – PARKING / LOOKING AFTER THE LAND

Only essential vehicles will be permitted on any grassed area, how many do you anticipate being on the site?	
If so how many at any one time?	
What type of vehicles will these be?	
Where do you intend your participants to park for this activity/class?	
Are there any elements of your class/activity that could cause damage to the site? This may include damage to the ground surface, hedges, pavements, trees, foliage, grassed areas etc.	YES / NO
If yes, how do you intend to protect the ground from damage?	
If damage does occur, how do you intend to reinstate the ground if any damage is caused	

**NB** The site must be returned to a standard of condition for public use of the space. Failure to do so will result in charges being raised to cover the cost to rectify plus an admin fee

### SECTION 4 – REQUIRED DOCUMENTS

	Enclosed	To follow		Enclosed	To Follow
Public Liability			Risk Assessments		
DBS (if required)					

### SECTION 5 – BILLING INFORMATION

Company/Organisation Name for the invoice	
Invoice Address	
Accounts Contact name	
Accounts Contact telephone number	
Accounts Email address	

## SECTION 10 – DECLARATION AND DATA PROTECTION

<b>Data Protection</b>	Salisbury City Council will not sell or rent your personally identifiable information to anyone, or use the data for any other purpose incompatible with the purpose for which it was originally collected. We will only hold your information until the hire period has ended and full payment has been received whichever is the longest date.
<b>Declaration</b>	I confirm that all of the above information is accurate and correct  I consent to the data being held as stated above  I confirm that I have completed the form to the best of my knowledge and we agree and understand the “Hire Terms and Conditions” stated at the bottom of this form.
<b>Person completing the form</b>	Full Name <span style="float: right;">Date</span>  Position  Signature

### Submitting Your Application

**Please return your completed & signed application form, your company Public Liability Certificate and Risk Assessment to the Business Team**

[events@salisburycitycouncil.gov.uk](mailto:events@salisburycitycouncil.gov.uk) or by post:

Salisbury City Council, Business Team, The Guildhall, Salisbury, Wiltshire, SP1 1JH

**(NB we will let you know as part of the booking confirmation of all other documents that will be required prior to your event date. Failure to produce could result in any booking confirmation being cancelled and loss of any monies paid):**

Please call 01722 342860 if you require any further information

### Internal use only

Police/Wilts ESAG Notified (if applicable)		Facilities Manager Notified (if applicable)	
Street Scene Manager Notified (if applicable)		Parks & Grounds team Notified (if applicable)	
PPL/PRS seen		Extra toilet opening requested (if applicable)	
TPCA seen		Premises Licence seen	

# HIRE TERMS AND CONDITIONS:

## APPLICATIONS

Salisbury City Council will notify you to confirm that your application had been received.

**Please note that submission of an application does not guarantee the hire of the space.** The Council will review all applications to ensure suitability.

## PAYMENT (If applicable)

Please do not send payment with your completed application. Payment will be required once your successful application has been confirmed. An invoice will be sent to you to request payment. Payment must be made within 6 weeks of hire date or by return if the hire date is sooner.

**Failure to pay beforehand will result in the hire agreement being cancelled.**

## CANCELLATION

Failure to settle the outstanding balance may result in the cancellation of your booking.

If you cancel your booking, we cancel your booking due to your failure to pay the invoice on time or for any other reason you will be liable for a cancellation charge at the following rates:

Cancellation Period – (Prior to booked date)	Percentage of Total Fee
Within 1 Week	100%
Within 2 Weeks	75%
Within 3 Weeks	50%
Within 4 – 6 Weeks	25%

## GROUNDS DAMAGE AND REINSTATEMENT

The hirer agrees to return the site back to Salisbury City Council in the condition it was hired in. This includes removal of all waste. Any reinstatement ground works or repairs will be at the cost of the hirer and completed to the satisfaction of Salisbury City Council Officers. Salisbury City Council retain the right to cancel or postpone the event if the ground conditions are not suitable prior to the event. Salisbury City Council will not be liable for any costs incurred by the hirer. The hirer is responsible on the day of the event for making sure the ground conditions are safe enough for the event to proceed.

## LIABILITY/INDEMNITY

No liability is accepted for delays or non-performance of the Contract due to force majeure, act of God, the requirement of any statutory authority, fire, accident, industrial dispute, your failure to obtain any necessary permissions or licences or anything deemed to be beyond the Councils reasonable control.

Salisbury City Council Officers, staff, and representatives shall not be liable for any loss, theft, damage or injury to persons or property on the site. The applicant will assume full responsibility for any third party claim arising from his/her own exhibit or conduct. The applicant hereby agrees to indemnify the Council against any loss claim or damage to the property of the applicant and for the death of or injury to the applicant except where such claim shall arise out of the negligence of the Council.

The Council shall not be liable for any loss, damage or injury arising out of the use of or failure of the equipment or any defect in them except for the liability in respect of death or personal injury, which arises from our direct negligence.

The hirer will indemnify Salisbury City Council at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the hire.

## WITHDRAWAL OF OFFER

Should breach any of the following the contract will cease immediately, and the site will need to be cleared immediately and any monies paid will not be refunded. This includes any of the following:

- Breaking or going against any Operating Terms and Conditions
- Breaking the law of any kind
- Trading against the Premises Licence

## **HEALTH AND SAFETY**

Salisbury City Council regard Health and Safety with the utmost importance. The Council will do everything reasonably practical to prevent injury to individuals and to protect employees and property in general. Hirers of our areas must take responsibility for health and safety and abide by the appropriate regulations and codes of practice.

## **SUBLETTING**

Salisbury City Council agree only for the site to be used by the hirer only for the purpose only stated on the original application form. Hirers are not permitted to sublet any of the hired space that is not declared in the booking.

## **DISCLAIMER**

Salisbury City Council, its officers, staff, and representatives shall not be liable for any loss, theft, damage or injury to persons who use the equipment. The hirer will assume full responsibility for any third party claim arising from his/her own event or conduct.

A hirer shall provide adequate insurance to the Council's satisfaction to cover such indemnity and must produce to the Council's officers on demand evidence of third party public liability insurance to a minimum of £5,000,000 or sign to say they accept the disclaimer and that it is understood that the hirer is fully aware they are liable for any claim that may arise.

## **DATA PROTECTION**

The data we will gather and hold will be managed in accordance with the Data Protection Act 2018 and General Data Protection Regulation (GDPR) 2018. Salisbury City Council will not disclose or share personal information supplied by you with any third party organisation without your consent.