

SALISBURY CITY COUNCIL

Report

Subject : Hire of SCC Equipment
Committee : Finance and Governance
Date : 02 November 2020
Author : Joanna Wood, Business Manager

1. Report Summary:

1.1. This report introduces some management processes and charges for the hire of Salisbury City Council's (SCC) equipment by community groups and others.

2. Background:

2.1. From time to time community groups and individuals ask SCC if they can borrow or hire SCC's equipment. The equipment include gazebos, weights, tables and chairs most frequently but can include projectors, fire extinguishers and other equipment.

2.2. Groups who wish to use our equipment included registered charities, plus ad hoc community group across the city and beyond the parish boundary.

2.3. It is necessary to have an approved hiring agreement and charging structure in place to preserve SCC equipment, to offset the council's costs of providing this equipment and support in part the replacement costs for worn or lost equipment.

3. Proposed charges:

3.1. At Annex A is a proposed list of charges for such equipment hire.

3.2. Gazebos are costly pieces of equipment which, if improperly used, can easily be damaged. This is why delivery and set up costs are provided. Where possible the Council would like to deliver, set up, take down and collect hired gazebos to ensure they are used correctly to prolong their life span.

3.3. Furthermore gazebos which are used incorrectly in inclement weather especially high winds pose a risk to the hirer and the people at the events at which they are being used.

3.4. Annex B shows the application form that would be completed by a hirer.

3.5. It is proposed to introduce these charges, if agreed, from 1 Nov 2020 for all new users.

4. Recommendation:

It is recommended that the Committee:

4.1. Approve the SCC Equipment Hire charges as shown at Annex A from 1 Nov 2020

4.2. Approve the Application Form shown at Annex B.

5. Wards Affected: All

6. Background Papers: Nil.

7. Implications:

- 7.1.1. **Financial:** As shown in this report
- 7.1.2. **Legal:** None in relation to this report
- 7.1.3. **Personnel:** None in relation to this report
- 7.1.4. **Environmental Impact:** None in relation to this report

Equipment Hire Charges

Salisbury City Council may consider the hire of some of their market/event equipment to local community groups/organisations. Equipment is limited and will incur a charge to hire and be delivered. Our charges are as follows:

FEES AND CHARGES	
Gazebo and set of 4 weights	£25 plus VAT per day*
Gazebo sides	FOC
Extra Weights Set of 4	£15 plus VAT per day
Tables	£15 plus VAT per day
Chairs (first 6 free per hired table)	£5 each plus VAT per day
Replacement gazebo charge	£350 each plus VAT
Replacement gazebo sides	£120 per set plus VAT
Replacement weights	£150 per set of 4 plus VAT
Replacement tables	£70 each plus VAT
Replacement chairs	£40 each plus VAT
Delivery charge and set up Within the Salisbury parish	45p per mile plus £20
Delivery charge only Within the Salisbury parish	45p per mile plus VAT
Delivery charge and set up Outside of the Salisbury parish	60p per mile plus £20
Delivery charge only Outside of the Salisbury parish	60p per mile plus VAT
Other equipment	As agreed by Business Manager

*A day means any period between 0700-0000

SCC Equipment Hire Application Form

SECTION 1 – HIRER INFORMATION	
Name of Group/Organisation	
Contact Name	
Address	
Tel No	
Email	
SECTION 2 – DATE REQUIRED AND EQUIPMENT REQUIREMENTS	
Hire Date(s) NB: this is the full dates items are required for)	
Do you require the equipment to be set up for you? NB: This is a chargeable service and should you choose not to select, you must insure that 2 people are available when delivery is made to be shown how to use the equipment appropriately. Erecting a gazebo will require both people to be fit and healthy as it requires a lot of force	YES/NO Please delete
Gazebo	
Sides	
Weights	
Tables	
Chairs	
Other(Please State)	
SECTION 3 – DELIVERY/COLLECTION AFTER USE INFORMATION	
Event Location	
Contact Name for delivery and collections	
Delivery/Collection Address	
Tel No	
Delivery time (please give a 1 hour time slot)	
Collection time (please give a 1 hour time slot)	

Access Information that may affect delivery	
Any further information we may need to know when delivering/collecting	
SECTION 4 – PUBLIC LIABILITY INFORMATION	
Does your event have Public Liability NB We will require a copy of this with your application	YES/NO Please delete
Please confirm the amount of cover you have	
Please confirm that your insurance covers all hired equipment from Salisbury City Council	YES/NO Please delete
SECTION 5 – BILLING INFORMATION	
Organisation name for the invoice	
Invoice Address	
Contact name	
Contact telephone number	
Email address	
Section 6 – DECLARATION AND DATE PROTECTION	
Data Protection	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.
Declaration	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 and acknowledge that once any gazebo is erected it will NOT be left unattended
Person completing the form	Full Name Date Signature
Submitting Your Application Completed forms must be returned to the Business Team: markets@salisburycitycouncil.gov.uk	

or by post:

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

Please call 01722 342860 if you require any further information

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 equipment will be hired out. The Council will review all applications to ensure suitability.

PAYMENT

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 7 days of receipt or by return if the hire date is sooner.

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

LOSS OR DAMAGE

The hirer is responsible for all items at all times whilst in their in possession and will be liable for any costs to repair or replace any of the equipment due to damage/loss/stolen, they must have insurance that will cover this in full.

Any damage or loss must be reported to the Council immediately.

If an item is damaged Salisbury City Council will assess and seek professional advice (if required) for any returned damaged equipment. They will pass on all costs to repair the item to the hirer. If they deem a repair will affect the safety and/or use of the piece of equipment, the hirer will be liable for full costs to replace the item.

LIABILITY

Salisbury City Council shall not be liable under any circumstances whatsoever for losses incurred by the hirer due to faulty or non-functioning equipment during the period of hire. We will however take all steps to try to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment.

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.

The Council are not responsible for any damage to the site on which the equipment is installed and this shall be solely the hirer's responsibility.

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 save for the liability in respect of death or personal injury, which arises from our direct negligence.

The Council accept no liability or responsibility for any indirect or consequential loss or damage or cost due to breakdown, damage or interference of the equipment.

A gazebo is only intended as a temporary structure and will not necessary safeguard fully against weather conditions. We accept no claims, liability or responsibility, which may arise from this fact.

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 equipment hired.

HEALTH AND SAFETY

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

WEATHER

It is the decision of the hirer whether it is safe for the equipment to be assembled in cases of high winds, or adverse weather, and if once delivered/erected by SCC, the hirer cancels the event early the equipment must remain attended until such time as we arrive to collect.

If weather conditions are variable it is the Hirer's responsibility to make an assessment of conditions throughout the hire period and take any necessary precautions (such as adding / re-securing weights, removing sides, lowering completely or calling the council to arrange early collection – subject to resource availability).

GENERAL

The Hirer shall not use any electrical, gas or powered equipment of any kind inside of or in close proximity to the structures without prior written permission of the Council or by prior arrangement.

The hirer shall not tamper or modify with any of the equipment provided and agree not to affix, suspend or place upon the structures/equipment any item whatsoever (including additional side sheets) without prior written permission of the Council or by prior arrangement.

DELIVERY

The equipment will delivered/collected at an agreed date and time. Should Salisbury City Staff arrive at the agreed delivery/collection date/time and the receipt or handover not be able to be undertaken by the hirer, then a further charge will be made to enable the delivery/collection to be rearranged.

SUMBLETTING

Salisbury City Council agree only for the equipment 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 equipment.

CANCELLATION

If you no longer require the equipment we must be notified within 48 hours of the hire date/time for a full refund. Any cancellation within a 48 hour period will incur the loss of delivery/collection charge to cover staff/admin costs, all other paid fees will be refunded.

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.