



# Credition Town Council

Market Street, Credition, Devon, EX17 2BN

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## BANDSTAND BOOKING FORM

<b>Name of Organisation</b>	
<b>Name &amp; Address of Person Responsible for Hire</b> (Nominated Person – see 8e of Conditions of Hire)	
<b>Contact Telephone Numbers (Daytime &amp; Evening)</b>	
<b>Date of Hire and Time of Hire</b>	
<b>Purpose of Hire</b>	
I confirm that I have read and agree to abide by the Conditions of Hire detailed on this form.	
<b>Signature of Hirer:</b>	

Please return booking form and public liability insurance to Credition Town Council as detailed above.

FOR OFFICE USE ONLY	
MDDC Environmental Services Supervisor informed	
Sight of Original Public Liability Insurance Policy	
Sight of Temporary Event Notice (if applicable)	
Risk Assessment Submitted	
Electricity Supply Key given to Hirer	

## NEWCOMBES MEADOW BANDSTAND

### Conditions of Hire

1. Public Liability Insurance to be obtained to cover the minimum sum of £5 million per claim.
2. Temporary Events Notice may be required. Details obtained from the Licensing Team, Mid Devon District Council, Phoenix House, Phoenix Lane, Tiverton, EX16 6PP.
3. The person signing the application form shall be deemed to be the hirer, together with the promoting organisation named, who shall be jointly and severally responsible and liable in respect of their use of the bandstand.
4. Prior to consent for hire, the organiser of the event will be required to provide to Crediton Town Council a "Risk Assessment" that will:
  - a. Identify the hazards associated with the activities contributing to the event.
  - b. Identify those people who might be harmed and how they might be harmed.
  - c. Identify existing or proposed precautions.
  - d. Evaluate the risk.
  - e. Identify "Control Measures" adopted to reduce the hazard effects or risks.
5. Arrangements to collect the keys to the electricity supply to be made in advance of hiring with the Town Clerk. Arrangements to collect the keys to the Belle Parade gates to be made in advance of hiring with Mid Devon District Council (MDDC) offices, during office hours. Keys to be returned immediately after the hire period or the next working day. The loss of any key will incur a charge of £10 per key.
6. Except as provided under the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it), the Town Council shall not be held liable for any injury to any person or persons, or for the loss or damage to the property of such persons howsoever caused, whether through negligence or otherwise, and the organisers shall indemnify the Town Council in respect of all claims which may be received for such injury, loss or damage.
7. The Council may at any time without notice cancel a hiring or withdraw permission for the hirer to use the facility on any particular date. In such an event the Council shall not incur any liability whatsoever to the hirer.
8. During the hiring the hirer shall be responsible for :
  - a) The supervision of the bandstand area and the orderly behaviour of all persons using the facility.
  - b) Complying with the access arrangements laid down by MDDC. Vehicular access to the park must be arranged through the MDDC offices and is only allowed for loading and unloading. Under no circumstances should vehicles be parked on the grassed areas of the park.
  - c) Ensuring that all proper safety measures are taken for the protection of users and members of the public and that no alterations or additions to any electrical installations are made. Any electrical appliances and wiring connected to the Town Council's supply must be certified as safe by a qualified electrician.
  - d) Ensure adequate mobile phone availability and coverage in case of emergency among the users during the hire period.
  - e) Stewarding the area during hire. A nominated person who will be present during the whole of the hire period should be named on the Booking Form.
  - f) Paying for any damage, including accidental damage to the bandstand, its contents, furniture, equipment and its curtilage caused by any act or neglect of himself, his organisation, agents or any person by reason of the use by the hirer. The cost of reparations to be assessed by the Town Clerk and/or the MDDC Environmental Services Supervisor.
  - g) Indemnifying the Town Council against any infringement of copyright of all kinds, which may occur during the hiring.
  - h) Ensuring that any amplification used is restricted so as not to cause nuisance or annoyance to any other user of Newcombes Meadow or the occupiers of neighbouring properties.
9. At the end of the hiring the hirer shall be responsible for ensuring that:
  - a) The bandstand is vacated quickly and quietly.
  - b) The bandstand and the surrounding area is left in a clean and tidy condition and that all matter brought onto the bandstand by the hirer or anyone attending the event for whatever purpose is removed. The hirer being responsible for the removal of all litter and any other items deposited as a direct or indirect result of the use of the facility (any infringement will incur a charge of £50).
  - c) All electricity is switched off and the electricity supply box is locked and the key returned to the Town Council.