

HIRE OF PROMOTIONAL PITCHES IN BASILDON TOWN CENTRE

Application Pack – April 2021

**Completed application forms should be signed and returned to**:-

The Basildon Town Centre Bookings Team

Leisure Services

Towngate Theatre

St Martin’s Square

Basildon

Essex

SS14 1DL

Enquiries please to:

[basildontowncentre@basildon.gov.uk](mailto:basildontowncentre@basildon.gov.uk?subject=Enquiry%20regarding%20the%20hire%20of%20promotional%20pitches%20in%20Basildon%20town%20centre.)



**Basildon Town Centre Pitch Hire Application**

This form must be completed in full by all persons or organisations wishing to gain access to Basildon Town Centre for the purposes of holding an event, carrying out works, promotions, or having vehicular access. The completed form must be received at least four weeks prior to the proposed date of the activity along with copies of Public Liability Insurance, Risk Assessment and Method Statement (if applicable).

**Contact Information**

|  |  |
| --- | --- |
| Contact Name |  |
| Name of Organisation |  |
| Full Postal Address |  |
| Telephone Number |  |
| Email Address |  |

**Details of Proposed Activity**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date |  | | | |
| Proposed activity times | Start |  | Finish |  |
| Entering and vacating times | Start |  | Finish |  |
| Alternative date |  | | | |
| Number of people involved in activity  \*\*\* Please Note : For events attracting more than 500 visitors, an Event Safety Plan will need to be completed and will be discussed at the periodic Event Safety Advisory Group (ESAG). Event organisers will be required to attend if necessary. ESAG meetings will be required every 3 years if no significant changes have been made to the event. This process may be repeated annually if necessary \*\*\*\*. |  | | | |
| Preferred location of proposed activity (see Pitch Locations) |  | | | |
| Full description of proposed activity (including details of all equipment to be used) |  | | | |
| **If your activity includes a musical performance, please provide a copy of your PRS licence which is required by law.** | | | | |

**Charities / Not-for-Profit Organisations**

|  |  |
| --- | --- |
| Is this a non-profit making organisation? | Yes / No |
| Is this organisation a registered charity? | Yes / No |
| Charity registration number |  |
| Please give details of the aim of the not-for-profit organisation / charity |  |
| Will you be performing a street collection? | Yes / No |
| To obtain a collections licence please contact the Licensing department on (01268) 208260 | |

**Sale of Items**

|  |  |
| --- | --- |
| Is the proposed activity a sale of goods? | Yes / No |
| Please give details of which goods are to be sold |  |

**Promotions or Surveys**

|  |  |
| --- | --- |
| Is the proposed activity a promotion? | Yes / No |
| Is the proposed activity a survey? | Yes / No |
| Please give details of the promotion / survey and what benefit is hoped to be obtained |  |
| **Please enclose examples of the surveys to be completed** | |

**Vehicle Access**

**Note: Vehicular access to the pedestrianised areas is restricted (see Additional Information)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Will the proposed activity require vehicle access to the pedestrianised areas of the Town Centre? | Yes / No | | | | |
| Number of vehicles entering the site |  | | | | |
| Vehicle registration number |  | | | | |
| Vehicle make and model |  | | | | |
| Gross weight of vehicle |  | | | | |
| Driver’s name |  | | | | |
| **Please be aware there should be no vehicle movement between 08:30 – 17:30** | | | | | |
| Vehicle entry and exit times | Entry |  | | Exit |  |
| Purpose of vehicle access |  | | | | |
| Is there a need for the vehicle to remain on site for the duration of the event? Note: only vehicles that are part of the promotion and are branded will be permitted to remain on site | Yes / No | | If YES, please state reasons why |  | |

**Declaration**

I declare that to the best of my knowledge all information provided on this form is correct. I have read and understood the Charges and Terms and Conditions for the use of the Town Centre and agree to abide by these and any special conditions imposed in the Permission to Enter application.

|  |  |  |
| --- | --- | --- |
| Signature of Applicant:  (Or if the applicant is a company, signed by the duly authorised representative of the company) |  | |
| Date of Application: |  | |
| Please return form to: | Email | [basildontowncentre@basildon.gov.uk](mailto:basildontowncentre@basildon.gov.uk) |
|  |  |

**If you would like to find out more about how Basildon Borough Council use your personal data please go to** [**www.basildon.gov.uk/privacy**](http://www.basildon.gov.uk/privacy)

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information, see [National Fraud Initiative - Fair Processing Notice](http://www.basildon.gov.uk/article/2903/National-Fraud-Initiative---Fair-Processing-Notice)



**Charges for Commercial Businesses**

**\*\*\*These charges are inclusive of VAT at the current rate of 20% (where applicable)\*\*\***

**Pitches**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Commercial Business Rates** | Mon – Fri (per day) | Sat – Sun  (per day) | 5 day week (Mon – Fri) | 7 day week (Mon – Sun) |
| St Martin’s Square | £129.80 | £307.35 | £530.35 | £705.00 |
| Outside M&S | £159.15 | £368.95 | £636.45 | £846.05 |
| Costa Piazza 1 | £217.00 | £506.15 | £867.70 | £1157.80 |
| Costa Piazza 2 | £217.00 | £506.15 | £867.70 | £1157.80 |
| Fountain Square | £217.00 | £506.15 | £867.70 | £1157.80 |

**Leafleting**

|  |  |  |
| --- | --- | --- |
| **Day** | Mon – Fri | Sat – Sun |
| **Rate (per hour)** | £32.70 | £76.00 |

Discounted rate for 7 day bookings

* Mon – Sun: £173.60 (one hour per day)

**Additional Charges**

|  |  |
| --- | --- |
| Cancellation by applicant 28 days prior to the event | 10% of fee will be payable |
| Cancellation by applicant less than 28 days but more than 7 days prior to the event | 25% of fee will be payable |
| Cancellation by applicant less than 7 days prior to the event (or no show) | 100% of fee will be payable |
| Late arrival (after 8:30 am) or late departure | £12 (at the Council’s discretion) |
| Cleaning (removal of rubbish & disposal) | £30 minimum charge |
| Cleansing - other (e.g. oil spillages etc.) | £180 minimum charge |
| Vehicle movement during restriction times (08:30 – 17:30) | £30 minimum charge |

**\*\*\*These charges are inclusive of VAT at the current rate of 20% (where applicable)\*\*\***

**Charges for Small / Local Businesses**

**\*\*\*These charges are inclusive of VAT at the current rate of 20% (where applicable)\*\*\***

**Pitches**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Local**  **Business Rates** | Mon – Fri (per day) | Sat – Sun  (per day) | 5 day week (Mon – Fri) | 7 day week (Mon – Sun) |
| Outside M&S | £94.15 | £224.30 | £383.30 | £506.15 |
| Costa Piazza 1 | £130.25 | £303.75 | £520.70 | £694.30 |
| Costa Piazza 2 | £130.25 | £303.75 | £520.70 | £694.30 |
| Fountain Square | £130.25 | £303.75 | £520.70 | £694.30 |

**Leafleting**

|  |  |  |
| --- | --- | --- |
| **Day** | Mon – Fri | Sat – Sun |
| **Rate (per hour)** | £16.45 | £38.20 |

Discounted rate for 5 day and 7 day bookings (must be consecutive days)

* Mon – Fri: £65.15 (one hour per day)
* Mon – Sun: £86.80 (one hour per day)

**Additional Charges**

|  |  |
| --- | --- |
| Cancellation by applicant 28 days prior to the event | 10% of fee will be payable |
| Cancellation by applicant less than 28 days but more than 7 days prior to the event | 25% of fee will be payable |
| Cancellation by applicant less than 7 days prior to the event (or no show) | 100% of fee will be payable |
| Late arrival (after 8:30 am) or late departure | £12 (at the Council’s discretion) |
| Cleaning (removal of rubbish & disposal) | £30 minimum charge |
| Cleansing - other (e.g. oil spillages etc.) | £180 minimum charge |
| Vehicle movement during restriction times (08:30 – 17:30) | £30 minimum charge |

**\*\*\*These charges are inclusive of VAT at the current rate of 20% (where applicable)\*\*\***

**Charges for Charities, Not-for-Profit and Community Organisations**

|  |  |
| --- | --- |
| Administrative charge for charities, not-for-profit and community organisations within the Borough | £21.75 |
| Administrative charge for charities, not-for-profit and community organisations outside the Borough | £36.20 |
| Late arrival (after 8:30 am) or late departure | £12 (at the Council’s discretion) |
| Cleaning (removal of rubbish & disposal) | £30 minimum charge |
| Cleansing - other (e.g. oil spillages etc.) | £180 minimum charge |
| Vehicle movement during restriction times (08:30 – 17:30) | £30 minimum charge |

**\*\*\*These charges are inclusive of VAT at the current rate of 20%\*\*\***

Map of Basildon Town Centre with Pitch Hire locations highlighted in grey

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**Additional Information**

**Risk Assessments**

A full risk assessment needs to be completed by the applicant and received by the Council at least 5 working days prior to the commencement of the permit/licence. For large events (i.e. events that will attract a crowd size of 500 or more) the risk assessment is required at least 4 weeks in advance. Large events will also require an Event Management Plan that details the activities and management responsibilities. Failure to do so may result in the cancellation of the booking.

Risk assessments are NOT needed for:

* Leafleting
* Events with a basic set-up and less than 5 people

**Vehicle Access and Restrictions**

Please remember that vehicular access to the town centre is restricted by bollards.

**Time Restrictions**

No vehicles are permitted to enter the Town Centre between 8:30 am and 5:30 pm, nor are any vehicle movements allowed within these times.

* Access to the Town Centre is via Fodderwick, before 8:30 am and after 5:30 pm. On arrival applicants should call the Town Centre Warden for access on 07715 752572.
* Basildon Council Security Staff (located within The Basildon Centre) will issue keys to the bollards between the hours of 6:00 pm and 9:00 pm and 6.00 am and 8:00 am. **There is no access to the Town Centre between the hours of 9:00 pm and 6:00 am.**

**Weight Restrictions**

Vehicles, trailers, stands or anything of like kind must not exceed 13 tonnes otherwise it will not be permitted to use the Town Centre for safety reasons. There may be "special" circumstances when this weight can be exceeded but this will be at the sole discretion of the Council.

**The following provisions apply in relation to vehicles and vehicle movements:**

* All vehicles should be marshalled through the Town Centre by authorised Council Officials.
* The maximum speed limit in the Town Centre is 5 mph.
* All vehicles must be marshalled by appropriate persons wearing high visibility equipment.
* Vehicle headlights and hazard lights to be switched on at all times when moving.
* Pedestrians have the right of way at all times.
* Drivers must abide with any instructions given with regard to the route to be followed within the Town Centre.
* On no account must any vehicle be re-fuelled within the Town Centre.

**Street Collection Permits**

To obtain a street collection permit, please contact the Licensing department on (01268) 208260.

**Terms and Conditions of Hire**

**Interpretation**

“The Council” means Basildon Borough Council of St Martin’s Square, Basildon, Essex, SS14 1DL and its officers.

“The Hirer” means the person(s) or corporate body making Application for the use of the Premises.

“Premises” means whichever of the Council owned/managed land and building is the subject of the Application of hire, being [The Basildon Centre], [Basildon Town Centre], [Towngate Theatre], [The Place], [Basildon Sports Centre], [Wat Tyler Centre], and directly managed halls.

“Act of God” means but not limited to an event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution; an inevitable accident.

“Application” means as attached to Schedule 1.

“Assistant Dog/Guide Dogs” means dog is trained to aid or assist an individual with a disability.

“Bookings Officer” means the Council officer responsible for processing the Application for hire.

“Scale of Charges” means the charges laid down by the Council on an annual basis.

“Trained First Aiders” means a First Aider who has undertaken training appropriate to the circumstance. They must hold a valid certificate of competence in either first aid at work and/or emergency first aid at work and/or any other level of training or qualification appropriate to the circumstance.

**User Group Categories**

|  |  |
| --- | --- |
| Community Hires | This applies to voluntary groups and partner organisation/recreational groups and charities. |
| Private Hires | Social functions and events (e.g. wedding receptions, birthday and anniversary parties, children’s parties). |
| Commercial Hires | These are charges for any company, business or Hirer who charges an entrance fee or course fee to the participants or seeks to profit from the hire of our facilities. |

**Management of the Premises**

The Council is unable to accept bookings from persons under the age of 18 years. All Hirers are responsible for ensuring that no nuisance is caused to the Council, its staff, agents and visitors, or any other person by their use of the Premises or surrounding area e.g. noise and car parking nuisance.

The Hirer shall, during the hiring of the Premises, be responsible for the efficient supervision of the Premises, the effective control and orderly and safe admission and departure of all persons to and from the Premises, and the safe evacuation of the hired Premises in case of emergency.

The Hirer shall during the hiring of the Premises be responsible for the safety of the Premises and the preservation of good order and decency therein.

The Hirer shall adhere to any security and evacuation requirements of the Council.

**Supervision of Children**

It is vital that the ratio of adults to children is adequate to ensure safety. The standard ratios under the Children Act 2004 for children under 8 are as follows:

* under 2 years: 1 adult to 3 children
* under 3 years: 1 adult to 4 children
* under 8 years: 1 adult to 8 children

For children over 8 the recommended ratio is 2 adults for up to 20 children and 1 additional adult for every 10 extra children.

Where children are performing it is the express duty of the Hirer to ensure that all appropriate licences and permissions are in place. The Council reserves the right to request a copy of the documentation as proof and to cancel or refuse access and/or terminate this Agreement should this information not be provided prior to commencing performance.

**Safeguarding Children and Adults with Care and Support Needs**

Commercial and Community Hires:

The Hirer is responsible for the safeguarding of children, young people and adults with care and support needs and for their safety at all times. Hirers must provide a Safeguarding Policy upon the Council’s request. Failure to provide an adequate Safeguarding Policy as mentioned herein, the Council reserves the right to terminate this agreement immediately.

If the Hirer does not have their own Safeguarding Policy, the Hirer can agree to comply with the Council’s Safeguarding Policy and Procedures. The Council’s Safeguarding Policy demonstrates and guides Hirers on their responsibilities to safeguard children and adults with care and support needs from abuse, neglect or exploitation (under the Children Act 2004 and the Care Act 2014). The Council’s Safeguarding Policy and Procedures is available on the Council’s website: <http://www.basildon.gov.uk/article/4271/Safeguarding-Policy>.

In addition, the Hirer is responsible for the observance of the law regarding child protection, in particular that adults having continuing and close contact with children or adults with care and support needs, should have undergone a DBS (Disclosure & Barring Service) check. Visit the DBS

website for more information: <https://www.gov.uk/government/organisations/disclosure-and-barring-service>.

The Hirer must provide all evidence of DBS checks upon the Council’s request. Failure to provide evidence of DBS documentation as mentioned herein, the Council reserves the right to terminate this agreement immediately.

Any incidents including but not exhaustive to injury and/or physical harm should be reported to the following agencies mentioned below and the Council immediately.

* The Family Operations Hub: 0345 603 7627 (for incidents involving children)
* Adult Social Care: 0345 603 7630 (for incidents involving adults)
* Essex Social Care Out-of-Hours: 0345 606 1212 (evenings and weekends, including bank holidays)

The Hirer is responsible for ensuring that persons carrying out supervision of children and adults with care and support needs are suitable to work with them.

**Loss or Damage & Cleaning Levy**

In the event that the Hirer or any of the Hirer’s guests, invitees or agents causes damage to the Premises or equipment and/or other property belonging to the Council during, or as a consequence of the hiring, the Hirer will be required to meet the costs of such loss or damage upon demand from the Council. The Council may make good any damage and recover any costs from the Hirer for such damage at a minimum charge of £40.00.

The Hirer will be charged for, but not exhaustive:

1. damage to any and all part of the Premises;
2. additional work caused by the Premises being left in an unacceptable condition;
3. if the Hirer does not vacate the Premises by the agreed time;
4. failure to comply with any of the conditions of hire.

The Council reserves the right to charge a damage or cleaning levy in the event of any issues detailed above. If the Premises is found to be in an unacceptable condition once the Hirer has vacated, the Council will calculate a pro-rata charge based on the length of time that the extra cleaning has taken or the cost of the damage to repair.

Any additional costs incurred will be payable immediately, or in the case of block bookers, will be added to the Hirer’s monthly invoice.

**Responsibility for Loss of Property of the Hirer**

Except in the case of negligence or breach of statutory duty, the Council does not accept any responsibility for loss, theft or damage to any goods or property left, deposited or brought in the hired Premises or any part of the Premises.

The Hirer shall indemnify the Council and its officers against all actions, expenses, claims and demands arising out of or in any way connected with any such loss, theft or damage.

**Payment of Hire Charges**

An invoice will be raised post hire and should be received within 28 days of hire.

**Cancellation of Booking by the Hirer**

All cancellations must be sent via email to the Bookings Officer. The cancellation date will be the date of receipt not the date of the notification. The following cancellation charges will apply:

* Less than 28 days’ notice: loss of total hire fee

**Cancellation or Termination of Hire by the Council**

The Council may terminate this Agreement of hire at any time if;

* it becomes aware of any fact indicating that it would not be in the interests of the Council to proceed with the hiring or which might otherwise prejudice the Council’s standing and responsibilities as a local authority or
* when the Premises are required for the purpose of any parliamentary, local or European election or for the purpose of civil emergency or any other event of local or national importance where the use of the Premises by the Council is essential for the Council to fulfil its functions and obligations as a local authority or partner.
* the Council becomes aware of any breach of terms and conditions within this Agreement.

The Council reserves the right to use the Premises at any time and to take priority over any bookings. The Council will endeavour to find suitable alternative accommodation where appropriate and give a minimum of 28 days’ notice of such use.

In the event of such cancellation or termination of hire, the Council will be limited to a full refund of deposit monies and any other payments made by the Hirer. It will not be liable to compensate the Hirer for any consequential financial or other loss whatsoever arising directly or indirectly as a consequence of such cancellation.

**Subletting**

The Hirer is not allowed to sublet or part with possession to a third party the whole or any part of the accommodation hire or charge an admission fee to the Premises, without the prior express written permission of the Council.

**Scale of Charges**

The scale of charges for the Premises shall be in accordance with the scale of charges laid down by the Council on an annual basis.

The Council reserves the right to vary the scale of charges, but it will honour an agreed charge for a confirmed booking at the time of variation of the scale.

**Health & Safety**

Commercial and Community Hires: It is the responsibility of the Hirer to undertake their own risk assessment for any activities being undertaken on the Premises and to ensure full compliance by all those organising, performing and attending the booking. The risk assessments should be reviewed annually, or more frequently where there has been a change in activity or the activity involved is particularly hazardous. In the case of inappropriate/insufficient risk assessment of an activity or group, the Council reserves the right to suspend the booking/activity.

Private Hires: It is the responsibility of the Hirer to undertake their own risk assessment for any and all activities being undertaken on the Premises and ensure full compliance of health and safety of all persons working, attending, visiting and performing. The need for a risk assessment will be determined by the type of activity the Hirer intends to carry out.

For more information on risk assessing, please visit the Health and Safety Executive website: [www.hse.gov.uk](http://www.hse.gov.uk).

**Use of Equipment**

The Hirer is not permitted to operate or use any technical equipment including but not exhaustive to projectors, lights and staging without the prior consent of the Council. All electronic equipment brought onto the Premises must have appropriate PAT certification.

The Council reserves the right to request copies of certification where applicable. Should the Hirer fail to produce copies of certification the Council reserves its right to suspend the booking/activity or to terminate this Agreement and any termination under this clause will be treated in the same manner as clause Cancellation and Termination of the Hire by the Council.

**Inflatables**

For bookings involving the use of any bouncy castles or inflatables, the Hirer is responsible for setting up only in a safe environment and in safe weather conditions (if outside) and completing all the relevant risk assessments. The Hirer must provide a copy of the supplier’s Public Liability Insurance and P.I.P.A. certificate or equivalent.  The Hirer is also responsible for monitoring and controlling the usage of the inflatable equipment.

**First Aid**

Please refer to the site specific terms and conditions for details of the first aid provision at the Premises.

Where a defibrillator is available on the Premises, the Hirer shall ensure that there is no interference whatsoever during the period of hire with the defibrillator or any other first aid equipment except in the case of emergency.

**Fire Safety**

The Hirer shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other firefighting or fire detection equipment except in the case of emergency. The Hirer must not interfere with fire doors and doors fitted with automatic closers. Fire doors must not be wedged or held open by any object whatsoever. The Hirer shall keep every corridor, passage, and exit of all rooms clear of obstruction and ready for use in an emergency. No naked flame should be used by the Hirer under any circumstances in the Premises (this includes candles).

Hirers should ensure that all materials brought onto the Premises are made from suitably fire resistant materials. Hirers should ensure that all due care and attention is paid to reducing the risk of fire.

The Council reserves the right to request copies of certification where applicable. Should the Hirer fail to produce copies of certification the Council reserves its right to suspend the booking/activity or to terminate this Agreement and any termination under this clause will be treated in the same manner as clause Cancellation and Termination of the Hire by the Council.

**Smoking**

The Council operates a smoke free policy, which applies in all Council establishments and within a 10-metre boundary of these establishments. This also applies to the use of electric cigarettes and the like.

**Failure of Lighting, Heating etc.**

No responsibility will be accepted or compensation paid by the Council in the event of loss or damage being suffered by the Hirer on account of failure of the lighting, heating or any other equipment in the hired Premises or any part of the Premises, as a result of Government restriction or Act of God which may cause the hired Premises to be temporarily closed or the hired Premises to be interrupted or cancelled.

**Noise & the Neighbours**

The Council encourages Hirers to respect and be mindful of the needs of our neighbours, to uphold high personal standards, and to conduct themselves with dignity. Noise levels should be kept at a reasonable level not to create a statutory noise nuisance.

**Animals**

The Hirer shall ensure that no animals, except Assistant Dogs, are brought into the premises without the prior consent of the Council. For example, dog clubs will only be permitted after the Council has approved the activity.

**Insurance**

The Council provides limited insurance cover in respect of its own buildings, furniture and fittings.  The Hirer’s attention is drawn to the fact that the insurance so provided does not extend to goods, equipment or things other than those provided by the Council.

Community/Commercial hirers will be required to provide proof of their current public liability insurance prior to commencement of any activities and/or event (minimum of £5million cover ). Community groups and ‘not-for-profit’ organisations who require insurance cover can contact Community Risk Services who will assist in placing appropriate cover for a reasonable premium, call 020 7926 9305, e-mail [info@communityriskservices.com](mailto:info@communityriskservices.com) or visit [www.communityriskservices.com](http://www.communityriskservices.com).

**Bill Posting**

Hirers are reminded that it is illegal to advertise on the Council’s Premises by bill posting.

**Performing Rights Society (PRS)**

The Performing Rights Society (PRS) works on behalf of music composers and publishers to ensure that all royalties due on copyright are paid. A fee is payable for any booking where music (live or recorded) is played with the exception of family or domestic gatherings and faith groups

(e.g. wedding receptions, birthday parties, anniversaries etc.). Fees vary depending on the nature of the event and the Council will invoice the Hirer for the appropriate amount.

**Phonographic Performance Limited (PPL)**

Phonographic Performance Limited (PPL) works on behalf of artists, record companies and musicians. PPL licences are a requirement for any event where recorded music is played with the same exceptions as PRS above (i.e. family or domestic gatherings and faith groups). However, it

is the responsibility of the event organiser/music provider to obtain this licence. Confirmation that a valid licence has been obtained will be required prior to the Hirer’s event.

**Licensee**

Where an amendment to the normal licensing hours is required all requests must be made in writing to the Licensee of the Licence at least 8 weeks prior to the date the licence is required. The Licensee’s details is found under contact information in the site specific terms and conditions. No request will be considered unless the stated notice period is adhered to. The Council cannot guarantee the granting of any request for a licence variation.

**General Data Protection Regulations (GDPR)**

Please note that the Council will only request information necessary to process your booking in accordance with GDPR Regulations. The information provided is for Council use only and will not be passed on to any third party organisations.

For further information about how your data is used and for full details of our privacy policy, please see our website [www.basildon.gov.uk/privacy](http://www.basildon.gov.uk/privacy).

**Site Specific Terms and Conditions of Hire**

**First Aid**

The Council do not provide first aid facilities and the Hirer should ensure that a sufficient number of Trained First Aiders are present during the hire period and that sufficient first aid supplies are available; this should be detailed in the risk assessment.

**Food & Alcohol**

The sale of food and drink is not permitted without the Council’s prior permission. Where permitted, any food or drink sold, supplied or offered as prizes, must comply with all relevant food, health and safety legislation. Food and/or drink business operators must complete and return the Catering Checklist 7 days prior to the event. Food and/or drink business operators will be subject to inspection during trading times and all relevant safety documents must be available for inspection.

**Media**

No photography, filming/recording will be permitted without the prior permission of the Council. If filming is permitted, the person filming will be expected to have regard to privacy issues and obtain all necessary consents.

**Bye-laws**

Applicants must comply with the Town Centre Bye-Laws, a copy of which can be supplied on request.

**Vehicle Access & Restrictions**

Please remember that vehicular access to the town centre is restricted by bollards.

**Time Restrictions**

No vehicles are permitted to enter the Town Centre between 8:30 am and 5:30 pm, nor are any vehicle movements allowed within these times.

* Access to the Town Centre is via Fodderwick, before 8:30 am and after 5:30 pm. On arrival applicants should call the Town Centre Warden for access.

**Weight Restrictions**

Vehicles, trailers, stands or anything of like kind must not exceed 13 tonnes otherwise it will not be permitted to use the Town Centre for safety reasons. There may be "special" circumstances when this weight can be exceeded but this will be at the sole discretion of the Council.

**The following provisions apply in relation to vehicles and vehicle movements:**

* All vehicles should be marshalled through the Town Centre by authorised Council Officials.
* The maximum speed limit in the Town Centre is 5 mph.
* All vehicles must be marshalled by appropriate persons wearing high visibility equipment.
* Vehicle headlights and hazard lights to be switched on at all times when moving.
* Pedestrians have the right of way at all times.
* Drivers must abide with any instructions given with regard to the route to be followed within the Town Centre.
* On no account must any vehicle be re-fuelled within the Town Centre.

**Monitoring**

Any authorised Council Officer may monitor/inspect the activities within the Town Centre. If they spot a potential danger they will request the display/event organiser to correct the issue. Failure to carry out any reasonable request will result in the Council stopping the activity.

**Interference**

The Council accepts no liability if works or other activities being carried out in the Town Centre coincide with or interfere with the Hirer’s planned activity.

**Identifiable Person(s)**

Any display must have a person immediately in the vicinity who is readily identifiable to the Council and the public (for example such person should wear a distinctive uniform and/or hi-vis vest).

**Number of Bookings**

The Council will determine the number of bookings any organisation / direct debit collectors / church group can make within any 12 month or 7 day period, and the duration of any activity.

**Noise**

All forms of amplification are strictly prohibited. Any authorised Council Officer may monitor noise levels within the Town Centre. If noise levels are deemed too high you may be asked to reduce the levels. Failure to carry out any reasonable request will result in the Council stopping the activity.

**Schedule 1**

**Application for Hire**

**Contact Information**

|  |  |
| --- | --- |
| **Contact** | **Telephone** |
| Town Centre Warden | 07715 752572 |
| Basildon Council Community Facilities | 01268 533333 |
| Westgate Security | 01268 526618 |

**Fire Evacuation Procedures**

In the event of a fire, dial 999 immediately.

**Charges**

Please refer to the Charges document.

**Pitch Locations**

All activities will be limited to a designated area allocated in advance by the Council. Please refer to the map of pitch locations.

All faith / religious groups are designated the pitch area of St Martin’s Square.

**Car Parking**

The Council does not offer free car parking for Hirers at the Premises. There is a number of pay and display car parks near to the Premises. A map is available on request.

**Catering Checklist**

**If you are providing food within Basildon Town Centre, please complete the following form.**

|  |
| --- |
| Name of Business Operator: |
|  |
| Name of Business: |
|  |
| Type of Food to be Provided: |
|  |
| Address of Caterer: |
|  |
| Daytime Tel. No of Caterer: |
|  |

|  |  |
| --- | --- |
| **I certify that my business complies with all relevant food safety and health & safety legislation.** | |
| My business is registered with the Local Authority Environmental Health Department. | **YES / NO** |
| With which local authority? | |
|  | |
| I have a written food safety management system based on HACCP (hazard analysis critical control point) principles such as ‘Safer Food Better Business’. | **YES / NO** |
| If **YES** please give details of which system you are using: | |
|  | |
| All staff are suitably trained in food safety matters to an appropriate level (e.g. the Chartered Institute of Environmental Health’s Level 2 Award in Food Safety in Catering). | **YES / NO** |
| I have an adequate supply of hot and cold portable water to enable me to wash food, hands and equipment throughout the day. | **YES / NO** |
| I have suitable hand washing facilities, hot and cold or mixed water; liquid anti-bacterial soap and a means of hygienic hand drying (e.g. paper towels). The water is easy to run at the correct temperature (i.e. warm); the hand washing facility is separate from the equipment and food washing facilities. | **YES / NO** |
| I have adequate facilities to keep food at a safe temperature (i.e. food requiring refrigeration will be kept at a maximum temperature of 80C, frozen food will be kept at a maximum temperature of -180C, cooked food will be cooked to a core temperature of 630C). I have a thermometer and am able to check that all food is kept at a safe temperature. | **YES / NO** |
| Staff wear clean protective clothing and hair covering. | **YES / NO** |
| I provide adequate facilities for cleaning and disinfecting food and hand contact surfaces such as a food safe anti-bacterial spray and plenty of clean cloths. | **YES / NO** |
| Where equipment is gas powered, all safety valves, tubes and pipes are in good condition. Where generators are powered by petrol, petrol must be stored in a manner that would prevent any access by the public and away from any points of ignition. | **YES / NO** |
| Any electrical appliances connected to the electrical mains circuit must be in good condition and have no damage to cables or plugs and must have the necessary, current, PAT certification. | **YES / NO** |
| I have public and product liability insurance (limit of indemnity not less that e.g. £5,000,000 for any one occurrence) valid for your event. | **YES / NO** |
|  | |
| **Copies of all of the above certificates and paperwork must be available for inspection throughout the duration of the event.** | |

**If you would like to find out more about how Basildon Borough Council use your personal data please go to** [**www.basildon.gov.uk/privacy**](http://www.basildon.gov.uk/privacy)