

HIRE AGREEMENT

| | | | |
|---|--|-----------------------------|-----------|
| Name of venue | The area of EPSOM AND WALTON DOWNS as shown edged in brown on the attached Plan ("the Permitted Area") | | |
| Name of organisation (if applicable) ("the Hirer") | | | |
| Contact name | | | |
| Address | | | |
| | | Postcode | |
| Telephone no. (work) | | Telephone no. (home) | |
| email address | | Mobile No. | |
| Date(s) required | | | |
| Time required | From | | To |

| | | |
|--|-------------------------------------|------------------------------------|
| Type of Event ("the Event") | | |
| Numbers of persons attending shall not exceed | | |
| Will there be alcohol for sale? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Will there be any form of entertainment? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| <p>If you answer "Yes" to either of the queries, please supply full details at least eight weeks before the Event as there may be licensing implications. If a Temporary License is required, the fee will be £21.</p> | | |

TERMS & CONDITIONS OF HIRE

The Hirer shall:

- (1) indemnify and keep indemnified the Epsom and Walton Downs Conservators (“the Conservators”), their officers and servants from all claims, demands, proceedings, losses, damages, expenses and costs that may be made or arise in connection with the use of the Permitted Area for the Event;
- (2) obtain their own public liability insurance to a value of £5 million. In some circumstances £2 million public liability insurance will be accepted for smaller scale events, for example with fewer than 50 spectators, to be agreed with The Head of Corporate Risk who may also request a higher level of cover i.e., £10million for an event of a significant size or scale or deemed more dangerous for example when there is a fun fair;
- (3) ensure that the Event is properly supervised and controlled and that the attendees are kept safe at all times and that all Health and Safety requirements are complied with in respect of the use of the Permitted Area for the Event;
- (4) ensure that the Event is properly organised and conducted so that there will be no obstruction, annoyance or interference caused to any members of the public or employee of the Conservators in the course of his/her duties;
- (5) comply with all directions which may be given to the Hirer from time to time by any duly authorised officer of the Conservators;
- (6) ensure that all litter is cleared away and/or deposited in the receptacles provided;
- (7) ensure that the Hirer, his servants, agents or invitees do not interfere with any animals, livestock, trees, shrubs plants, fences, buildings or any other structure in the Permitted Area;
- (8) on notification that the application has been approved by the Conservators, pay the full charge for hiring the venue as per the scale of Fees and Charges detailed towards the end of this form and identified by the Venue Manager;
- (7) pay the costs certified by the Treasurer to the Conservators (whose decision shall be final) for making good any loss or damage howsoever caused to the Permitted Area or any part thereof (including animals, livestock and structures) arising out of the use of the Permitted Area by the Hirer;
- (8) ensure that there is no breach of any of the conditions. In default thereof the Conservators or any duly authorised officer may terminate the hire forthwith. The right of termination shall not prejudice the Conservators right to recover from the Hirer any additional sum which may be incurred by them in carrying out any work necessitated by any breach of the conditions;

- (9) not contravene or permit any contravention of the Byelaws, a copy of which may be inspected at the Town Hall;
- (10) make all the necessary arrangements regarding car parking and traffic control, policing, clearance of litter and provision of additional toilets.

In addition:

- (11) The Hirer or participants must not fix any notices in the Permitted Area or any of the surrounding land on the Downs or on the highway.
- (12) No person may take or drive any vehicle whatsoever onto the roads within the Permitted Area without the prior written permission of the Head Downskeeper.
- (13) The Hirer will make detailed arrangements for the Event, following receipt of such confirmation, direct with the Head Downskeeper (telephone number 01372 722931).
- (14) In the absence of payment in full being received by the Venue Manager the Hirer shall be refused admission to the Hired Area.
- (15) An invoice will be raised for the full charge as per the fees and charges detailed and such sum must be received by the said Council before the Hired Area will be specifically reserved. Cheques and Postal Orders must be crossed and made payable to 'Epsom and Ewell Borough Council'.
- (16) A refundable reinstatement bond will be charged to the Hirer for use of the venue which will be reimbursed in full subject to the venue being left in the condition that it was in before the start of the period of hire. The Council on-behalf of the Conservators reserves the right to recover from the Hirer any additional sum which may be incurred by the Conservators in carrying out any reinstatement work necessitated by any breach of any condition or regulation appearing herein.
- (17) Only the Council's official receipt will be recognised.
- (18) No responsibility will be accepted by the Council for any remittance which may be undelivered or lost or stolen in the post.

I confirm that I have read and accept the Terms and Conditions of Hire attached. I also agree to pay all the relevant charges as detailed on the attached Fees & Charges section or advised by the Downs Manager, which will be included on the Remittance Advice sent to me by the Finance Department at Epsom & Ewell borough Council on behalf of the Epsom & Walton Downs Conservators.

Signed

for and on behalf of the Hirer

Witness's signature

Address

.....

Occupation

This agreement shall not come into effect until signed by the Clerk to the Conservators below.

Signed

Clerk to the Conservators

Witness Signature

Address

.....

Occupation

Please return this form to the Downs Manager, Epsom & Ewell Borough Council, Town Hall, The Parade, Epsom, Surrey, KT18 5BY. (tel.no. 01372 732 460, email sbeak@epsom-ewell.gov.uk)

Supplementary Information

In order to assist the Conservators with their selection please provide the following information:

| No of Participants | Anticipated No of spectators/organisers | Event Held before | Number of Years held | Local Community Event | Charity Event |
|--------------------|---|-------------------|----------------------|-----------------------|---------------|
| | | | | | |

Office Use Only

- Completed Hire Agreement Received
- Map Received
- Public Liability Insurance Received
- Risk Assessment Received
- Checked with Downskeepers/Stakeholders
- Recommended for presentation to Conservators at their April/October Committee
- Hire charge and refundable reinstatement bond agreed and invoice requested
- All relevant payments received
- Signed copy of hire agreement returned to applicant
- Entered on to Event Calendar

Fees and Charges for Events on Epsom & Walton Downs 2017-2019

The Conservators set an annual scale of fees and charges for event hire, based on the type of event, area of the Downs used, anticipated attendance, effect on the local community and event duration.

The following regulations apply:

- Prices are set for commercial events.
- Charitable and community events will receive 50% discount from the commercial rate.
- Prices are set on a daily charge i.e. if an event spans more than one day additional charges may apply.
- The hire charge reflects the associated administration costs for processing an event application form, the additional involvement of the Downskeepers, a contribution to the maintenance and general upkeep of the Downs and use of facilities such as car parks and toilets. A minimum hire charge of £50 exists subject to 50% discount for charitable and community events.
- A refundable reinstatement bond may be required for event bookings. This bond will be returned to the event organiser following completion of the event and no additional costs being incurred i.e. for reinstatement purposes, waste collection etc. The bond will reflect the possible costs of waste collection, restitution of the site, utilities and Downskeeper/Officer attendance beyond the hire charge. Provision of the bond to the Epsom and Ewell Borough Council will be required 4 weeks before the event date.
- Any event wishing to use the Epsom Downs Racecourse facilities such as car parks, stewarding, security etc. will be subject to additional fees as negotiated directly with Epsom Downs Racecourse.
- All event applications are subject to meeting the conditions as stated in the hire agreement form and no event will be permitted until such conditions have been fully met.
- The number of events per year permitted on the Downs is subject to the Downs Events Strategy and the Epsom & Walton Downs Regulation Act 1984.
- Event applications are considered by the Epsom and Walton Downs Conservators at their April & October meetings.

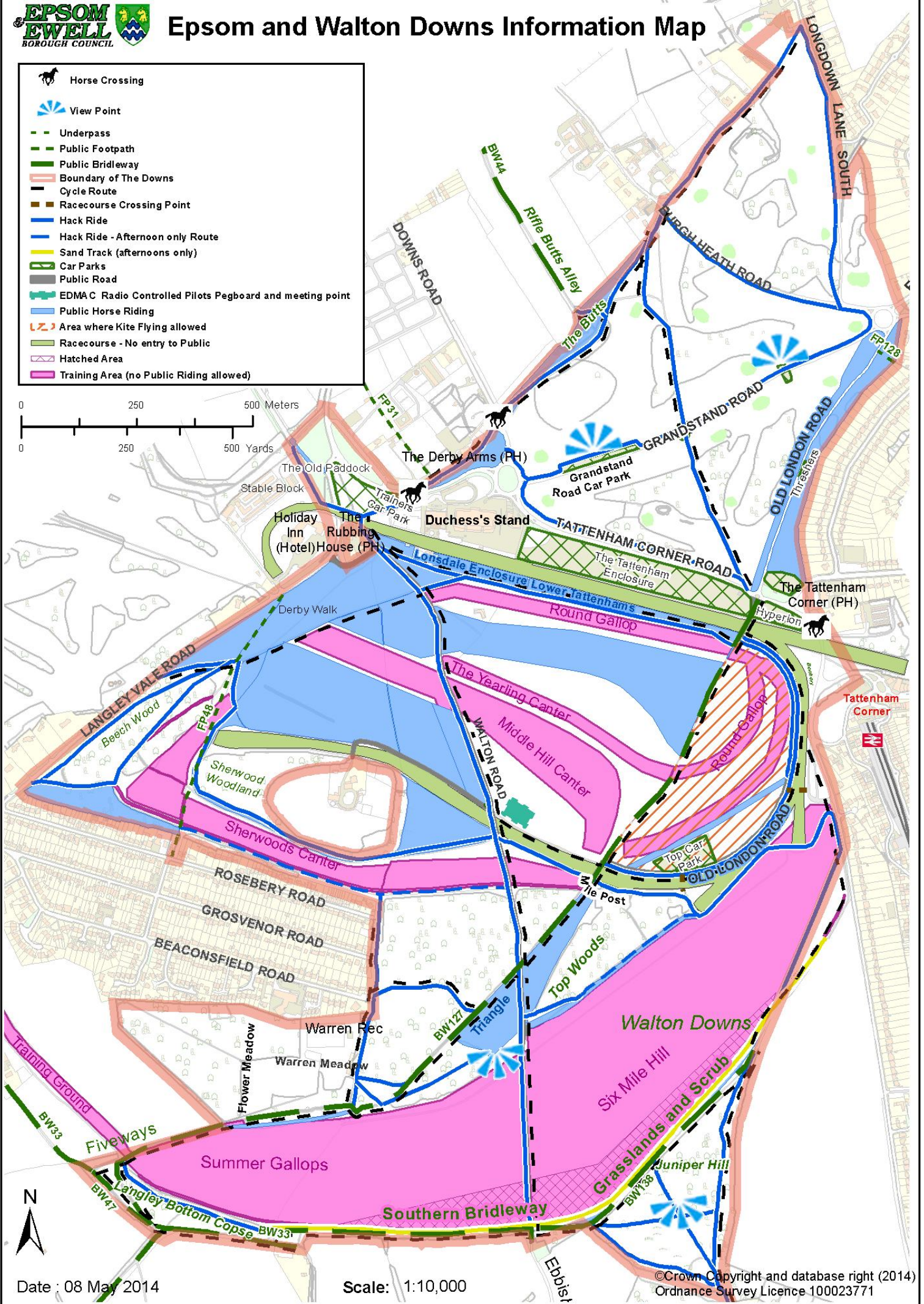
A scheme of the fees and charges for events to be held on Epsom and Walton Downs is given below.

For further information regarding the application process for holding an event on Epsom and Walton Downs, please contact Epsom and Ewell Borough Council via telephone on 01372 732000.

Table of Fees and Charges for events on Epsom & Walton Downs, 2017-2019

| Category | No. of participants | Likely impact on the Downs | Refundable reinstatement bond required? (Reflects possible impact) | Hire charge applied? | Level of hire charge |
|----------|---|-------------------------------|---|-------------------------|---|
| A | 30 - 100 | Low | Yes Min charge of £25 | Yes | £1.50 per head as reflected in projected attendance. Min charge of £50 50% discount for charities and community events |
| B | 101 - 500 | Low - Medium | Yes 10% of hire charge. Min charge of £25 | Yes | £1.50 per head as reflected in projected attendance. 50% discount for charities and community events |
| C | 501 - 1000 | Medium - High | Yes 10% of hire charge | Yes | £1.50 per head as reflected in projected attendance. 50% discount for charities and community events |
| D | More than 1000 | Considerable | Yes 10% of hire charge | Yes | £1.50 per head as reflected in projected attendance. 50% discount for charities and community events |
| S | This category refers to events which primarily take place on land which does not fall under the jurisdiction of the Epsom & Walton Downs Conservators, but may have an impact on the Downs and Downs users. | | Decision on application | Decision on application | Charge on application. £150 will be charged for the use of car parks on the Downs for those events that require 50 car parking spaces or more. |
| U | This category refers to events which although permission has been sought, involve so few participants or so little disruption that they have been granted without the need for a formal application or the application has been approved as a one-off by the Clerk to the Conservators in consultation with the Chairman. | | No | Decision on application | Charge on application |
| Filming | Varies | Dependent on scale of project | Decision on application | Decision on application | Charge on application. Minimum charge of £300 per day for larger scale projects. |

-  Horse Crossing
-  View Point
-  Underpass
-  Public Footpath
-  Public Bridleway
-  Boundary of The Downs
-  Cycle Route
-  Racecourse Crossing Point
-  Hack Ride
-  Hack Ride - Afternoon only Route
-  Sand Track (afternoons only)
-  Car Parks
-  Public Road
-  EDMAC Radio Controlled Pilots Pegboard and meeting point
-  Public Horse Riding
-  Area where Kite Flying allowed
-  Racecourse - No entry to Public
-  Hatched Area
-  Training Area (no Public Riding allowed)



**EPSOM AND WALTON DOWNS CONSERVATORS
EVENT SCREENING SHEET**

(Issued April 2017).

Please complete and submit along with Hire Agreement Form and Map of route/area to be used.

| | |
|---|--------|
| Name of event: | |
| Brief description of event: | |
| Organiser: | |
| Day and Date of event: | |
| Duration of event (including set up and take down): | |
| Start time of event (including set up): | |
| Estimated finish time of event (including take down): | |
| Number of participants: | |
| Estimated number of organisers/stewards/spectators: | |
| Main event location: | |
| Other areas affected: | |
| Has the event been held on Downs in previous years? | Yes/No |
| If yes, how many years has the event been running on the Downs? | |
| Is it a local event, for the good of the local community? | Yes/No |
| Please give details: | |
| Is the event in support of a charity? | Yes/No |
| If yes, which charity? | |

For office use

| | |
|--------------------------------------|--|
| Category of event: | |
| Hire Charge: | |
| Is a reinstatement deposit required? | |
| If so, how much is recommended? | |