**5.3**

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|  | **Peacehaven Town Council** |

**Peacehaven Town Council’s Summer Fair SATURDAY 12TH JULY**

Within this document from this point on the Summer Fair will be known as an ‘Event’, and the stall hirers known as ‘hirers’.

**VENUE**

Peacehaven Town Council operates a bi-annual summer fair in Centenary Park (The Big Park), Piddinghoe Avenue BN10 8RJ; showcasing local community groups, charities and businesses.

Centenary Park is located on the number 12 and 14 bus service from Brighton and Eastbourne. The nearest bus stop is situated at Mayfield Avenue

**Terms & Conditions of Hire / Health and Safety**

**A. TERMS AND CONDITIONS OF HIRE**

**1**. **APPLICATION, DEPOSIT & ADDITIONAL CHARGES**

**1.1** The current charges for plots at the Event are as follows:-

1. Charity / Community Groups - £10
2. Local Businesses 3m x 3m maximum – from £15 (larger plots available on application info@peacehaventowncouncil.gov.uk)
3. Food and drink vendors, and larger commercial businesses (dependent upon commercial activity and space required) – from £100 (price on application info@peacehaventowncouncil.gov.uk).

**1.2** Where relevant, evidence of the hirer`s charitable or community group status must be produced by any organisation hiring the plot.

**1.3** An application form (available from the Information Office, or via e-mail: info@peacehaventowncouncil.gov.uk) will need to be completed.

**1.4** PTC’s Information & Events Officer must receive the hirer’s application form completed in full otherwise the booking request will not be processed.

**1.5** The hirer can only attend the event if the plot has been approved by PTC.

**2. PAYMENT & CANCELLATION FEES**

**2.1** Once the hirer’s plot has been approved, confirmation will be sent with a request for an immediate payment; this can be arranged by either debit/credit card or in person prior to the Event to the Information and Events Officer by calling 01273 585493 or emailing [info@peacehaventowncouncil.gov.uk](file:///%5C%5C192.168.1.99%5CPeacehavenTCdata%5CZoe%5CProjects%5CT%26Cs%5CCentenary%20Park%5Cinfo%40peacehaventowncouncil.gov.uk).

THERE WILL BE NO PROVISIONS FOR PAYMENTS ON THE DAY.

**2.2 PLOTS ARE NON-REFUNDABLE** Peacehaven Town Council has the authority to cancel the Event due to harsh weather at any stage before or during the Event, no refund will be due.

**3**. **INSURANCE** Hirers **must** arrange their own public liability insurance for the period of hire and must produce a copy of this before the Event takes place. PTC accepts no liability in this regard.

**4. RISK ASSESSMENT** The hirer is responsible for completing their own risk assessment, relevant to the day and the activities they are undertaking, and must provide a copy of this to PTC before the Event takes place. PTC accepts no liability in this regard.

**5**. **RESPONSIBILITIES OF THE HIRER**

**5.1** All debris to be cleared after the Event has finished.

**5.2Smoking and vaping**PTC will not allow tobacco or vaping devices to be sold at the Event.

**5.3 *Banned and restricted items***Hirers must observe current government guidelines with regard to sale or availability of noxious substances, offensive weapons and other banned or restricted items.

**5.4** Hirers must not sell any item which PTC considers inappropriate, or anything illegal, offensive, or counterfeit.

**5.5** PTC has zero tolerance to drug abuse. Any person found using, supplying or in possession of illegal drugs will be asked to leave and the Police will be notified.

**5.6 Single use plastic**PTC has adopted a policy not to use single use plastic in all our buildings/venues. Hirers are encouraged to follow this policy when hiring our facilities. The following items are examples of strictly prohibited items, but is not an exhaustive list:

1. No Silly string
2. No Plastic Straws & Plastic Stirrers
3. No Plastic glitter
4. No Balloons.

**6. CONDITIONS OF** **HIRE**

**6.1** **Access and Parking**

**6.1.1** The entrance for hirers is via Piddinghoe Avenue.

**6.1.2** **PTC ask hirers to provide their contact name, business name and proof of invoice** when entering the site.

**6.1.3** On entering the site (via Piddinghoe Ave*),* the 5mph speed limit must be adhered to and hirer’s vehicle hazard lights are to be flashing at all times while their vehicle is moving.

**6.1.4** Hirers will be able to access the site and set up from 8.30am onwards and must be ready by 10.30am. No cars are to be moved from the site until the end of the Event. Only **ONE** car is included on site per plot at any one time.

**6.1.5** Should hirers require a second car on your plot, this can be arranged at time of booking for an additional fee of £5.

**6.1.6** There will be no other car parking facilities on site, the only exception being for Blue Badge Holders only, located next to the site (the café end of Centenary Park); alternative car parking is available along South Coast Road.

**6.1.7** Hirers must be aware of pedestrians, bike riders and dogs while driving on site (the park is a public venue).

**6.1.8** Due to the number of people expected on site, no vehicles will leave the park until 4.00pm.

**6.1.9** **No vehicles (other than Emergency services) will be allowed to enter or leave the park after 9.30am, until the Event is finished.**

**6.2 Stalls**

**6.2.1** Hirers will need to provide their own stall.

**6.2.2** PTC does not provide gazebos, tables, chairs, electricity, generators, or a power supply, so hirers are to bring what is needed.

**6.2.3** Hirers must erect their stall securely. PTC accepts no liability in this regard.

**6.2.4** Please note that hirers will be liable for any damage to their allocated area.

**6.2.5** All stalls will be inspected by Peacehaven Town Council staff prior to opening.

**6.2.6** Hirers’ allocated plot number will be provided prior to the Event taking place and this will be communicated via email. Hirers will need this plot number and receipt of payment when arriving to the venue – this can be either shown digitally or printed. Hirers may not be accepted on site without this information.

**6.2.7** The positioning of the stalls will be determined by Peacehaven Town Council in the park and there will be no refund or negotiation regarding this matter.

**6.3 Power Supply**

**6.3.1** Diesel, petrol and LPG generators will be the hirers responsibility and accepted on site providing they are earthed, all moving parts are properly guarded and any cables used do not constitute a tripping hazard. PTC accepts no liability in this regard.

**6.3.2** Hirers will be asked what plans they have for their business to reduce or offset carbon emissions for this Event.

**6.3.3** Hirers use of electrical equipment must not create a risk to the public or themselves. Cables must not create a trip hazard. PTC accepts no liability in this regard.

**6.3.4** Electrical equipment exposed to the weather should be protected by means of suitable and sufficient covers, enclosures or shelters and all electrical equipment should be located so that members of the public or unauthorised workers cannot touch it. PTC accepts no liability in this regard.

**6.3.5** Electrical equipment should be tested and certified by a competent person. PTC accepts no liability in this regard.

**6.3.6** Any gas cylinders on-site must be suitably secured (i.e. upright and secured to prevent toppling). All equipment must have relevant certificates and be described in the hirer’s application form. PTC accepts no liability in this regard.

**6.3.7** Hirers are responsible for their own Health and Safety and that of their employees and the public in the vicinity of their unit. PTC accepts no liability in this regard.

**6.3.8** If cooking, a suitable flooring surface must be provided e.g. board or lino that adequately protects the ground from oil, spillages, and damage etc. PTC accepts no liability in this regard.

**6.4 Alcohol** No alcohol may be sold on the premises without the hirer (or another person on their behalf) having the necessary licence(s) and permission(s) to do so, including the permission of PTC.

**6.5****Fire safety**The use of candles (unless battery-operated) and BBQs is prohibited.

**6.6** **Mobile Food Vehicles, Food Vendors, or Hirers selling some sort of food** Must comply with current government legislation and provide the following documents to PTC, by emailing [info@peacehaventowncouncil.gov.uk](file:///%5C%5C192.168.1.99%5CPeacehavenTCdata%5CZoe%5CProjects%5CT%26Cs%5CCentenary%20Park%5Cinfo%40peacehaventowncouncil.gov.uk), to be kept on file in accordance with the law:-

1. Public Liability Insurance
2. Up to date Food Business Registration Certificate with a local authority
3. Food Hygiene rating at Level 4 or above
4. Food Safety certificate at Level 2 or above
5. Current Gas Safety Certificate, if applicable.

**6.7** Hirers who provide food must bring a wipeable surface, such as a PVC tablecloth, to cover the table surface and if cooking food in close proximity to the public must provide appropriate barriers, which must be included in the hirer’s risk assessment.

**6.8** Vendors of food or drink for immediate consumption please refrain from selling drinks in glass containers or bottles.

**6.9 Litter Management**

**6.9.1** Hirers are to ensure their area is left clean and tidy, and bag all litter generated by their stall; hirers are responsible for their own waste and must either put litter in the skips provided or take it home with them. Charges will be made for any litter not disposed of appropriately.

**6.9.2** Any rubbish generated by hirers must be contained away from the public.

**6.9.3** Litterbins provided by hirers must be emptied to prevent overflow and the rubbish contained away from the public.

**6.9.4** Hirers are responsible for disposing of the litter within their stall space and will need to maintain the cleanliness of their stall throughout the Event.

**6.9.5** Each stall will be inspected pre, during and post Event.

**6.10** **Advertising –** Hirers should obtain the approval of East Sussex County Council Highways Department before placing advertising posters on the highway and 4 weeks’ notice is required.

**6.11** **Late Arrivals**

**6.11.1** Latecomers will not be allowed on site in vehicles after or before times stated. Hirers may carry equipment on site manually if they arrive late but will not receive a refund if they choose not to attend.

**6.11.2** All hirers must be respectful of other hirers and their plots.

**6.11.3** Hirers found encroaching beyond the confines of the allocated space, and not complying with the requests from Peacehaven Town Council staff will be asked to comply, or otherwise will be asked to close.

**6.12 Security** Although Peacehaven Town Council will have security at the park, all goods and personal belongings remain the responsibility of hirers. Peacehaven Town Council is not responsible for any loss or damage. Hirers are responsible for their own insurance cover.

**6.13** There will be a number of Event Staff and volunteers on site during the day of the fair who are available to help with any problems or queries. All issues should be reported to a member of the Event Staff who can be found around site (wearing high-vis tabards) or at the Peacehaven Town Council Information Tent.

**6.14** **First Aid and Toilet Facilities**

**6.14.1** Hirers will be required to provide appropriate first aid equipment for themselves and their employees (commercial stall holders). First aid facilities are provided on site. In the event of an emergency an ambulance will be called.

**6.14.2** In the event of an emergency, contact the Information Point. Anyone in a high vis jacket can relay any messages in case of an emergency. Staff/security will relay any information to Event Control;

**6.14.3** Toilet Facilities will be available.

**6.15 Evacuation Plan** PTC Staff will issue instructions via the MC; it is the responsibility of stall holders and attendees to the fair to follow these instructions. The safety of staff and members of the public are our priority.

**6.16 Communication Protocol** If you see anything that warrants further investigation, please contact one of the Event staff, they will in turn contact the Police if not already on site. Some examples of potential risks:-

1. Unattended package/bag
2. Individuals or groups hanging around money collection points being told by a member of public or staff team that there is reason for concern.

**6.17** **Lost Children** The Peacehaven Town Council Information Tent will be the lost or found children’s tent which can be found on site, a site map will be available at the Event, and any lost or found children should be taken to this tent. Peacehaven Town Council staff will take appropriate action, and if a child cannot be found, or a child cannot be reunited with their responsible adult, then police will be involved, in accordance with PTC’s Safeguarding Policy (available on the Town Council website <https://www.peacehaventowncouncil.gov.uk/policies>).

**6.18** **Lost / Stolen Property** that has been handed in can be found at the Information Tent. Details of any items that have been reported lost or found will be taken and noted at the Information tent. If hirers find that they have been a victim of theft or crime, report it to the nearest Police Officer, Events Team member or a Steward. Hirers details will be taken, and the matter handed to the police.

**6.19 Complaints** must be reported to the Information marquee, where the complaint will be logged and dealt with in line with the Peacehaven Town Council complaints policy (available on the Town Council website <https://www.peacehaventowncouncil.gov.uk/policies>). The hirer may also wish to send complaints to info@peacehaventowncouncil.gov.uk, or by post for the attention of the Town Clerk, marked private and confidential if preferred, at Peacehaven Town Council, Meridian Centre, Meridian Way, Peacehaven, East Sussex BN10 8BB.

**7**. **AMENDMENT OF CONDITIONS**

PTC reserves the right to amend the conditions set out herein and to apply further conditions to any particular letting that it may consider necessary. PTC reserves the right to alter bookings if necessary.

**8**. **DATA PROTECTION**

Personal information is kept securely by PTC once the hirer’s application is processed in accordance with all relevant data protection legislation. It will be used only to provide a requested service, kept for as long as necessary to provide that service and will not be disclosed to any third party without the hirers prior permission or unless we are required to do so by law. PTC may use these details to contact the hirer for future Events and not for any other purpose. If hirers would prefer that PTC do not contact them at all in the future, or ask us to amend or delete their details then PTC can be informed of this by hirers emailing or phoning the Information Officer 01273 585 493 or Info@peacehaventowncouncil.gov.uk.

**B. HEALTH AND SAFETY REQUIREMENTS (Also included in T&Cs above)**

**1. LEGAL REQUIREMENTS**

All entertainment Events are classed as work activities and are therefore subject to the HASW Act and various regulations and Codes of Practice. The following legislation and guidance must be adhered to:-

**1.1** Health & Safety at Work etc. Act 1974 section 4 (2), (HASW Act)

**1.2** Regulatory Reform (Fire Safety) Order 2005

**1.3** The Management of Health & Safety at Work Regulations 1999

**1.4** Occupier’s Liability Act 1957 & 1984

**1.5** Successful health and safety management - HSG65

**1.6** Health & Safety Executive Guidance Notes HSG 195 “The Event Safety Guide”

**1.7** Safety Risk Assessment Guide – [Open Air Events and Venues](https://assets.publishing.service.gov.uk/media/5a797a55e5274a6846909dc9/fsra-open-air.pdf)

**1.8** All guidance from the food standards agency <https://www.food.gov.uk>

**2. APPLICATION**

PTC operates a robust health and safety regime with zero accident tolerance and therefore requires the hirer to follow the same safety principles.

**3. RISK ASSESSMENT REQUIREMENTS**

Under the legislation the hirer is required to carry out their own Risk Assessments. Guidance and risk assessment templates are available from the Health & Safety Executive website.

**4. INSURANCE**

**4.1** It is the hirer’s duty to ensure their reasonable safety and of members of the public and to ensure that all Terms & Conditions are adhered to.

**4.2** It is the hirer’s responsibility to ensure that suitable insurance cover is in place, including the public liability insurance, and be able to produce evidence of this upon request.

**5. ACCIDENT REPORTING**

The reporting of any incidents or accidents should be initially raised at the information tent, and then made directly to the Town Clerk on 01273 585 493 and logged at <https://www.peacehaventowncouncil.gov.uk/irf>, and will be subsequently investigated.

**I leanne knowles \_\_\_\_\_\_\_\_\_ (PRINT) on behalf of candy lovers \_\_\_\_**

**Agree to abide by the above terms and conditions of hire and health & safety regulations.**

**SIGNED: leanne knowles DATED: 13/2/2025 \_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: 29 hornby road bevendean brighton bn24jl \_\_\_**

**COUNTERSIGNED ON BEHALF OF PEACEHAVEN TOWN COUNCIL:**

**PRINT DATED SIGNED**

**Appendix 1: Booking Form**

Please sign below to acknowledge that you fully understand and will adhere to the Terms & Conditions listed in this document and return to: Info@peacehaventowncouncil.gov.uk

Information and Events Officer

Peacehaven Town Council

Community House

Meridian Centre

Peacehaven East Sussex BN10 8BB

|  |  |
| --- | --- |
| Name:  | Leanne knowles (candy lovers) |
|  |  |
| Signed:  | Leanne knowles |
|  |  |
| E-Mail address:  | Knowlsey88@gmail.com |
| Home/business Address:  |  |
| 29 hornby road |
|  |
|  | Bevendean east sussex |
|  |  |
|  | Bn2 4jl |
|  |  |
| Contact No.  | 01273-382085/ 07803817348 |
|  |  |
| Type of stall or activity:  | Sweet stall |
|  |  |
| Size Plot: |  4m |  8m | Other (on request) |
|  |  |  |  |
| Number of plots: | 1 | Number of cars: | 1 |

|  |  |
| --- | --- |
| What plans do you have for your business to reduce or offset carbon emissions for this Event. | All our sweet are stored in food safety bags and are recyclable  |