

Conditions Relating to Fitness and Sessional Activities held on Bedford Borough Council Parks and Open Spaces

1. Why is it necessary to have these conditions?

- 1.1 The Council owns the Parks and Open Spaces which are intended for the use and enjoyment of all. These Conditions seek to achieve a number of outcomes including the preservation of the condition and character of the Park, compliance by the Applicant with legislation affecting their activities and awareness on the part of the Applicant regarding the need to guarantee the safety and welfare of persons affected by their activities.

2. Definitions, Acronyms and Abbreviations

- 2.1 For the removal of any doubt, terms used within this document are defined as follows:

Term	Definition
The 'Park' or 'Land'	The location(s) detailed in Question 8 of the Application Form
Council	Bedford Borough Council who are land owners for the Park(s) for which an application has been made
Applicant	The person or persons to whom the Council in its capacity (either as owner of the Park or as the person having power to manage the same) grants permission to or liaises with about the Activity.
Activity	The purpose for which the Applicant wishes to use the Park
Licence Agreement	The contractual licence created by the following documents Namely; a) the Applicants completed and signed application form (made on the Council's official (Application Form intended for this purpose) (b) the Council's written agreement to the holding of the Activity (including any preceding correspondence identified in such agreement) and (c) these terms and conditions including any amendments agreed in writing pursuant to condition
Licence Period	The time from the date agreed with the Applicant to start holding the Activity to the final date the Park is used for said Activity.
Nominated Officer	The Council's Events & Community Engagement Officer or their appointed representative.
Parties	Refers to both the Council and the Applicant simultaneously
Activity Donation Scheme	Payments made to the Council by the Applicant to contribute to the upkeep of the Park.

- 2.2 These conditions extend and apply not only to the land on which the Activity takes place, but (as the context allows) also to any other part or parts of the Park which is/are used in connection with the Activity.
- 2.3 Where the Applicant consists of more than one person the obligations on the part of the Applicant contained in this Agreement shall be joint and several.

- 2.4 References to the singular shall include the plural and references to one gender shall include all others as the context allows.
- 2.5 If any provision in this licence agreement shall be held wholly or partly illegal or unenforceable at law such provision shall be deemed not to form part of this licence agreement and the enforceability of the remainder of such agreement shall not be affected.
- 2.6 The Council is a party to the licence agreement in its capacity solely as owner of the Park and unless otherwise expressed all references to the Council mean the Council in such capacity. Other consents may be required by law either from the Council (otherwise than as landowner) or from others and the Applicant is responsible for identifying the need for these and applying for them separately; the completion of the licence agreement does not imply that any other consents whether needed from the Council (otherwise than as landowner) or from another body will be forthcoming.
- 2.7 Any deletions or variations of these conditions agreed by the Council in writing and any additional conditions specified by the Council and referred to in the licence agreement shall be incorporated and these conditions shall be read construed and apply accordingly.

3. Booking a Fitness Session/Activity in Parks and Open Spaces

- 3.1 Officers may need to refer certain types/sizes of activities to a Council Committee for approval before accepting a booking. Accordingly, to ensure sufficient time is available to enable this to happen Applicants should submit a completed and signed application form at least 1 month before their proposed start date.
- 3.2 The Council may require a refundable deposit to be paid in advance of a park activity if it is deemed to be of high risk to land damage. If a deposit or bond is taken, this will be refunded as soon as practicable following your last session.
- 3.3 If the Council incurs costs and expenses arising from non-compliance with these Conditions the deposit or a part of it will be retained by the Council in payment or part payment of the amount owing. In the event of any shortfall between the deposit and the actual costs and expenses, the Applicant will remain liable for payment of the balance on demand.
- 3.4 The booking of a park activity will be deemed to incorporate these Conditions and will give rise to a legally binding agreement between the Applicant and the Council. **Accordingly the Applicant is advised not to sign anything which the Applicant does not understand and to take independent legal advice as to the meaning and effect of these provisions before signing the endorsement accepting these conditions.**
- 3.5 The Applicant must ensure that in completing an application form all relevant information is included and a separate sheet should be attached if necessary. This may help to prevent delay in processing the application.

- 3.6 All contact with the Council (as owner of the Park) (written or verbal) concerning these conditions and arrangements with the Council (in its capacity as landowner) to use the Park is to be made through the office of the Council's Park Events Section, Room 401, Borough Hall, Cauldwell Street, Bedford, MK42 9AP.

Telephone 01234 228759 Email events@bedford.gov.uk.

4. Health and Safety

- 4.1 The Applicant (and not the Council) shall be responsible for all aspects of the activity itself and without limitation on this obligation the Applicant shall be responsible for all health and safety obligations in respect of the same.
- 4.2 The Applicant may contact the Council's Environmental Health Unit (telephone 01234 267422) or write to the Environmental Health Unit, Bedford Borough Council, Borough Hall, Cauldwell Street, Bedford, MK42 9AP to obtain information concerning health and safety but any information given will be of a general nature and not specific to the particular Activity.
- 4.3 An Activity 'Risk Assessment' must be produced by the Applicant and submitted to the Nominated Officer.
The following issues should be considered:
- The proposed layout of the Park;
 - The type of Activity;
 - The anticipated occupant capacity and the type/age range of participants;
 - Movement space requirements
 - The duration and timing of Activity
 - Access/exits and designated routes for emergency services;
 - Any structures such as park furniture, trees, temporary sports installations.
 - Arrangements for sanitary accommodation, water supply, waste disposal, communication, complaints, parking and similar.
- 4.4 Health and Safety information must be up to date during the Licence Period and available on request.
- 4.5 The Applicant must ensure that everyone having a specific responsibility before, during and after their Activity has their responsibilities clearly identified to them and is appropriately experienced/trained.
- 4.6 In permitting the Activity the Council does not warrant or represent that the land (or any other part or parts of the Park used in connection with the Activity) is or are suitable for the Activity and the Applicant shall be responsible for satisfying themselves as to the suitability in all respects of the activity.
- 4.7 The Applicant shall be responsible for the repair, safety, condition and suitability of any equipment brought into the Park (and/or upon the land) in connection with the Activity.

- 4.8 The Applicant shall ensure that participants at sessions are fully aware that they are participating at their own risk and that to the extent permitted by law, the Council does not accept any liability or responsibility for them and any claims are to be made under the Applicants insurance.
- 4.9 No Activity that may cause a nuisance to residents shall be carried out before 8.00am or after 10.30pm, without written consent from the Council.
- 4.10 The Council does not provide power to any activity. Any electrical installations must comply with BS7909 2011 regulations and have submitted an electrical safety plan.

5. Indemnity and requirement to insure

- 5.1 The Applicant agrees to indemnify the Council from and against all or any actions proceedings costs claims losses demands or expenses by reason of accident or injury to any person (including death) or damage to or loss of property in or upon the Park however caused arising out of the use of the land for the Activity or affected by it or by reason of the condition or non-repair of the land, except where the Council, or its agents or servants, have or has (as the case may be) been negligent.
 - 5.1.1 Pursuant to Condition 3.2 & 3.3. In certain circumstances, depending upon the nature of the activity taking place, it may be necessary for the Council to request that a bond be paid in advance
 - 5.1.2 Where the bond paid does not cover the cost of reinstatement or repair, the Applicant will be responsible for paying the remainder of the cost to the Council.
- 5.2 The Applicant shall obtain and maintain for the Licence period at least a public liability insurance policy with a reputable insurance company for a recommended minimum of £10,000,000 in respect of any one incident unlimited in the number of claims relating to that incident. The insurance should provide indemnity to any principal. Any excess shall not exceed £250. The Applicant must produce evidence of adequate valid insurance cover at least twenty eight days prior to the Activity. The Council will want to take details or obtain copies of the Policy. Public liability indemnity is readily available from most insurance companies.

6. Non-permitted Activities on Council Parks & Open Spaces:

- 6.1 Fires, barbecues and other open flames without written permission from the Council.
- 6.2 Any mechanical or electrical apparatus without written permission from the Council.
- 6.3 The playing of any music without written permission from the Council. (If permission is granted and your activity includes playing copyrighted music you may need licences from Phonographic Performance Limited and the Performing Right Society.
- 6.4 Any performing animals without written permission from the Council.

- 6.5 Advertising or promotion of alcohol or tobacco products or political beliefs or political parties.
- 6.6 Advertising of Activities on (a) Materials and (b) in locations that have not been approved by the Council's Nominated Officer.
- 6.7 Anything that in the opinion of the Council is likely to cause racial offence.
- 6.8 Balloons, confetti, pressurised gas cylinders, combustible or poisonous noxious or dangerous substances.
- 6.9 The building of any structures, including tents and awnings without the written permission of the Council.
- 6.10 Vehicles to be brought on to site for the purposes of the Activity at ANY TIME without written permission from the Council.
- 6.11 Any powered model aircraft/drones.
- 6.12 Trading of any kind for commercial gain without the written permission of the Council. (This includes the sale of refreshments, confectionery / ice creams / merchandise).
- 6.13 Any obscene, illegal or immoral behaviour.
- 6.14 Any illegal games or betting.
- 6.15 Any drunkenness or disorderly conduct.
- 6.16 Use of Park furniture during the Activity including but not limited to Park benches, bins, trees, footpaths or play equipment.
- 6.17 Obstruction of footpaths and rights of way.
- 6.18 Use of sports pitches during their playing seasons without written permission of the Council.

7. The Applicant MUST:

- 7.1 Reduce noise levels at the Activity if requested by a Council Officer. The Applicant also agrees that the Activity may be stopped if noise levels are not reduced following a request from a Council Officer.
- 7.2 Ensure that the Activity is restricted to the Park or land detailed in the Applicants Application form and understand that they MUST be flexible in the area within the Park that they use so as not to prevent public access to any area at any time.
- 7.3 Take all reasonable steps to prevent damage to the Park as a result of the Activity and ensure that wildlife is not disturbed and plants/trees are not damaged.
- 7.4 Pay the Council on demand following the Activity the proper and reasonable costs of reinstating

the Park arising out of any damage relating to their Activity.

- 7.5 Make every reasonable effort to Safeguard Children and Vulnerable Adults attending the Activity.
- 7.6 Not enclose the land with any physical division nor shall the Applicant restrict entrance to the Park by the public without the written permission of the Council.
- 7.7 Not allow the Activity to take place outside the Licence period.
- 7.8 Not allow any goods or apparatus relating to the Activity to be within the Park outside the Licence Period.
- 7.9 Observe any byelaws affecting the land. Copies of byelaws are available on request from Borough Hall Bedford. In case of any conflict between these terms and conditions and the byelaws, the byelaws shall prevail.
- 7.10 Comply with all statutes and obtain any licences required by law for the lawful carrying out of the Activity.
- 7.11 Submit any documentation requested to support their Application within a timely manner and on an annual basis or if any information detailed changes.
- 7.12 Consider contributing to the Park upkeep through the Activity Donation Scheme following 3 months of operation.
- 7.13 Operate a complaints procedure, by providing members of the public and the Council with a contact in the case of a complaint about their Activity.

8. Cancellation

- 8.1 The Council reserves the right to cancel the Activity at any time (including during the occurrence of the Activity itself) without notice. The Council shall not be responsible for any costs, claims, damages, expenses or loss incurred either by the Applicant or by any other person. The circumstances listed below are those where the Council is most likely to exercise the right to cancel but the list is not intended to be exhaustive nor to limit the Council's right to cancel:
- a. where the Council is advised (or required) by the Police not to permit the activity to take place or (where the activity is actually in the course of taking place) to continue.
 - b. where it becomes known to the Council that the activity or some aspect of it is or will be illegal.
 - c. where a local or public Authority advise (or require) that the Park not be used for the activity.
 - d. where in the opinion of the Council the Applicant has not disclosed in the licence agreement the true or full nature of the purpose of the activity.
 - e. where it appears to the Nominated Officer that the activity will if it occurs or continues (as the case may be) be in breach of any of the terms and conditions applicable to the activity.
 - f. where the Applicant fails to comply with instructions given by Council staff or the Council's contractors.
 - g. where due to adverse weather conditions the holding of the activity would or might damage the Park.
 - h. where in the opinion of the Council the safety of participants and/or the public attending the activity would be endangered (though there shall not be implied any obligation on the Council to form an opinion).
- 8.2 The Applicant may cancel a single Activity at any time but if they wish to cancel their Licence Agreement, the Applicant must confirm the cancellation in writing to the Council within 48 hours of this decision being made.
- 8.3 In the event of any cancellation the Applicant shall be responsible at his own expense for publicising such fact to the public at the earliest opportunity.

9. The Applicant

- 9.1 The Applicant may not sub-let or assign the benefit of the licence agreement either in whole or in part.
- 9.2 Where this licence agreement imposes obligations on the Applicant then the Applicant is responsible for ensuring that anyone concerned with or attending the event also complies with those obligations.

10. No tenancy to be implied

- 10.1 The permission granted by the licence agreement is intended to be a licence and no landlord and tenant relationship shall be implied.

11. Limitation of Damages

- 11.1 Should the Council be held liable to the Applicant for any matter arising from the licence agreement the amount of any damages payable shall (to the extent permitted by law) not exceed the amount of the licence fee (if any) paid by the Applicant.

12. Statutory Rights

- 12.1 These terms and conditions may not override the statutory rights of the Applicant.

13. Fee's and Payment

- 13.1 Applicants will be invited to join the Activity Donation Scheme in order to contribute to the upkeep of the Park following the Applicants commercial usage of the public area. This scheme is non-compulsory. Applicants are able to make donations via Cheque or BACS arranged via the Councils' Nominated Officer.

14. Advertising

- 14.1 All physical advertising (posters/banners etc) must have obtained prior written consent from the council before being displayed. Fly posting and other unconsented advertising may lead to a fine and will affect future bookings.
- 14.2 If any advertising has the Bedford Borough Council logo published on it or refers to 'Bedford Borough Council', the design for the advert must have consent from the Council before being made public. This includes social media advertising.
- 14.3 Advertising in Council noticeboards can be arranged via the Nominated Officer.