

# General Terms and Conditions of Let

## For the use of a Glasgow park, precinct or open space

1. The Hirer shall ensure that the event is covered by Public Liability Insurance to the value of at least £5m in respect of any one claim. The insurance cover must indemnify Glasgow City Council from and against all actions, claims, losses, and expenses whatsoever in respect of loss of life or personal injury or damage to property, howsoever caused, arising out of, or in any way attributable to, the act or default of the Hirer. Any such loss, damage, injury etc will be the responsibility of the Hirer.  
A copy of the Public Liability Insurance must be submitted to Land and Environmental Services prior to the date of the event.
2. The Hirer is responsible for producing a Medical Plan and completed risk assessment in line with the requirements laid out in 'Medical Planning & Risk Assessment Pro forma. (**contact the Resilience Unit [www.glasgow.gov.uk/emplan](http://www.glasgow.gov.uk/emplan) for advice and further information**)
3. The Hirer is required to carry out a suitable and sufficient Health and Safety Risk Assessment for the event. The assessment should include the risk of disruption to the event due to patrons and others not complying with the Park Management Rules together with the control measures required to enforce the said Rules, with assistance from staff from Land and Environmental Services and Police Scotland. All associated costs for this assessment shall be borne by the Hirer.
4. The Hirer shall ensure that suitable arrangements are in place for managing any fire risk. This shall include, where necessary, a suitable and sufficient Fire Safety Risk Assessment.
5. The Hirer shall ensure that, where necessary, a suitable Weather Management Plan is established and implemented to deal with inclement weather and high winds.
6. The Hirer shall be responsible for contacting the local police to advise them of the proposed event.
7. The Hirer is responsible for all stewarding of the event and where requested, producing a suitable stewarding plan, to the satisfaction of Land and Environmental Services and/or Police Scotland.
8. The Hirer shall ensure that access for emergency service vehicles is kept clear at all times. The Hirer must ensure that measures are taken to minimise public congestion caused by the event.
9. The Hirer must ensure that no vehicles, other than those for which specific permission has been given, are taken into the park, city centre precincts or squares. The speed limit in parks, precincts and squares is 5 mph. No vehicles are permitted to drive on the grass plots, unless specific permission has been granted.
10. All electrical equipment brought on site should be portable appliance tested and carry inspection stickers. The temporary electrical system must be planned, designed, installed and tested by a competent person and must comply with current legislation and BS 7671 and BS 7909. A suitable certificate of inspection and testing, of the temporary electrical system must be provided prior to commencement of the event. Installation certification should also be available for all generators, which must be diesel driven and barred to prevent public access to them. All sub contractors, traders and performers should be notified accordingly. For advice and information please contact Events Technical Team on **0141 276 0919**. Any equipment not in compliance with the foregoing is likely to be deemed inoperable and may require to be removed from the event site.
11. The Hirer must contact Building Control should the event involve any temporary raised structures that are 600 mm or more above ground level. (**email [building.control@drs.glasgow.gov.uk](mailto:building.control@drs.glasgow.gov.uk) for advice and further information**)
12. The Hirer must ensure that no equipment, e.g. fences, gates, bollards etc., are dismantled or removed without the prior permission of an authorised officer from Land and Environmental Services.
13. The Hirer shall reinstate any damage to the park/precinct/square resulting from their activities. Should the Hirer fail to satisfactorily reinstate the area, a charge for same shall be payable by the Hirer.  
Reinstatement of George Square shall require to be carried out by Land and Environmental Services, with costs for same being payable by the Hirer (see Condition 33).
14. The Hirer shall ensure that refuse does not accumulate on the site and that all refuse is removed from the site at the end of the let. Where necessary, the Hirer shall produce a Waste Management Plan to include times and methods of uplift of waste from the site.  
The Hirer shall liaise with Land and Environmental Services to ensure that sufficient litter receptacles are available for the event. Litter bins, additional to the existing provision, can be hired for siting at agreed locations. (**email [commercialservices@glasgow.gov.uk](mailto:commercialservices@glasgow.gov.uk) for advice and further information**)
15. The Hirer shall ensure that leaflets/flyers are only distributed to those persons expressing a genuine interest in the organisation and/or campaign. Any litter caused by the leaflets/flyers must be immediately collected by the distributor and removed from the site at the end of the let.
16. The event must not be advertised by fly posting. Failure to comply with this condition may result in summary cancellation of the let.
17. Land and Environmental Services reserves the right to alter the set layout of your event at any time, should ground conditions or any other circumstance so warrant.
18. Glasgow City Council reserves the right to cancel the let in the case of adverse weather or other circumstances outwith its control. In these circumstances, Glasgow City Council shall not be liable for any costs incurred by the organisers in respect of the cancellation.
19. Should there be any alterations to the proposed event after initial permission is granted, you shall submit the revised plans to Land and Environmental Services and await appropriate permission to be granted for amended proposals.
20. The Hirer shall contact Environmental Health where any amplified sound is proposed. The Noise Council's Code of Practice on Environmental Noise at Concerts requires to be complied along with any public entertainment licence conditions associated with the event.  
Where the event is not subject to a Public Entertainment Licence, the Hirer shall ensure that no nuisance is caused to any nearby sensitive premises, such as dwellings. (**contact [Publichealth@glasgow.gov.uk](mailto:Publichealth@glasgow.gov.uk) for advice and further information**)
21. The Hirer is responsible for ensuring that all necessary Licenses, Orders and permits are obtained in relation to the event. This includes Public Entertainment Licence, Market Operator's Licence, Liquor Licence, Road Closure Order, Section 89 Permit, etc.  
(**contact 0141 287 5354 for advice and further information**)

22.	<p>Where the event is subject to additional permissions required under the Civic Government Scotland Act, the Hirer shall ensure that:</p> <ul style="list-style-type: none"> <li>• all conditions attached to any Licence are fully complied with, and</li> <li>• where the event has elements including noise emission, public toilet requirements and sale or provision of food and/or beverages, Environmental Health must be contacted.</li> </ul> <p><b>(contact 0141 287 1059 for advice and further information)</b></p>
23.	The consumption of alcohol outwith licensed areas is prohibited under the terms of the appropriate City Bye-law.
24.	The Hirer must ensure that other park/precinct/square users are not approached for the purpose of collecting money, etc., without the appropriate Council licence. <b>(contact 0141 287 5354 or <a href="mailto:LicensingEnquiries@glasgow.gov.uk">LicensingEnquiries@glasgow.gov.uk</a> for advice and further information)</b>
25.	The Hirer is responsible for contacting Traffic Operations, Land and Environmental Services, where the event involves any traffic management including the closure of any road. <b>(contact <a href="mailto:LESTraffic@glasgow.gov.uk">LESTraffic@glasgow.gov.uk</a> for advice and further information)</b>
26.	The Hirer shall be responsible for ensuring that the appropriate permissions are sought in terms of The Land Reform (Scotland) Act 2004 to exempt land from access rights, where necessary. <b>(contact the Council's Outdoor Access Officer 0141 287 8585 for advice and further information)</b>
27.	All events that are held on Land and Environmental Services sites must be fully compliant with all applicable environmental legislation and SEPA Pollution Prevention Guidelines. Any negative environmental aspects that may arise from event activities must be assessed and where necessary, suitable control measures introduced to reduce any associated impacts to an acceptable level. Examples of negative environmental impacts include fuel spillage and air/water pollution. Particular care must be taken to ensure that no fuel/ oil spillage is allowed to reach a drainage system as this may result in the pollution of a nearby river or watercourse. <b>(contact SEPA on 0300 996 699 for advice and further information)</b>
28.	To comply with Council policy, the Hirer must ensure that no military involvement in the event takes place without the prior agreement of Land and Environmental Services.
29.	Where a charge applies, the Hirer will be invoiced 30 days prior to the event/promotion. All invoices must be settled prior to the day of the event/promotion.
30.	All cancellations must be in writing to <a href="mailto:LESevents@glasgow.gov.uk">LESevents@glasgow.gov.uk</a> and made 4 weeks prior to the Event date. Cancellation within the 4 weeks period may result in additional charges being due and payable by you: <ul style="list-style-type: none"> <li>• 3-4 weeks notice = 25% of hire cost</li> <li>• 2-3 weeks notice = 50% of hire cost</li> <li>• 1-2 weeks notice = 75% of hire cost</li> <li>• Less than 1 week's notice = 100% of hire cost</li> </ul> <p>There will be no refunds for any periods of the let not utilised.</p>
31.	<p><b><u>For Lets Relating to Funfairs</u></b></p> <p>I. The Hirer must discuss with an authorised officer from Land and Environmental Services, the proposed size of the Funfair. The size of the funfair must be agreed prior to the Hirer being permitted access to the site.</p> <p>II. The Hirer must ensure that the event complies with the 'Guidance on Safe Practice for Fairgrounds and Amusement Parks' published by the Health and Safety Executive (Ref HSG 175)</p> <p>III. The Hirer must ensure that all safety certification is valid, in date and available for inspection.</p>
32.	<p><b><u>Glasgow Green Lets Only</u></b></p> <p>The Hirer is required to contact Land and Environmental Services Cycle Unit no less than two weeks prior to your event if it will result in the closure of Route 75 (cycle pathway adjacent to the River Clyde between King's Drive and Saltmarket) in order that all appropriate signage is displayed prior to and during the event. The Hirer must ensure that all signage is removed timeously thereafter. The Hirer must ensure that, for all major events, Stewards are located at Lanark Street and at each end of Monteith Row.</p> <p><b>(contact 0141 287 8585 for advice and further information)</b></p>
33.	<p><b><u>For Lets Relating to George Square</u></b></p> <p>The Hirer shall ensure that the following guidelines are followed by all events contractors: -</p> <p><u>Grey bauxite surfaced areas:</u></p> <ol style="list-style-type: none"> <li>Avoid sharp turns by vehicles on the surface where possible.</li> <li>Turning of the steering wheel of vehicles while stationary should be absolutely avoided. This would result in the removal of the stone from the resin below.</li> <li>Vehicles or mechanical plant with fluid leaks (diesel / petrol / coolant / hydraulic, etc.) shall not be driven / operated within George Square.</li> <li>Drip trays require to be provided for generators.</li> <li>The surfacing shall be protected from any out-riggers / stabilisers and the bases of site accommodation units by a suitable material.</li> <li>In general, extreme care shall be taken during any operations that involve use of an abrasive material in close contact with the surfacing (e.g. forklift operations, moving of fencing/barriers etc).</li> </ol> <p><u>Grass beds (all 4 areas):</u></p> <ol style="list-style-type: none"> <li>Vehicles / mechanical plant shall not be driven onto the grass beds.</li> <li>Materials shall not be stored directly on the grass beds (even temporarily) during site set-up / removal operations. A suitable protective surface for the grass requires to be provided.</li> </ol> <p>It should be noted that there will be a charge applied for any re-instatement works required as a result of your event.</p>