

General Terms and Conditions of Let

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

1	The Council permits the Hirer to use the Park solely for the purposes connected with the Event and only in accordance with these terms and conditions of let.
2	Subject to the normal use of the Park by the Council, its employees and representatives and members of the public, the Hirer and its authorised representatives, agents or contractors (the "Company Persons") shall be given reasonable access to the Park from the On Site Date to the Off Site Date.
3	The Hirer shall have reasonable access to the Park from the On Site Date to enable the setting up, wiring, and installation of all staging, structures, sets, cabling, plant and equipment in the Park necessary for the Event.
4	All staging, structures, sets, cabling, plant and equipment and other items whatsoever brought into the Park for or in connection with the Event by or on behalf of the Hirer shall be dismantled and removed from the Park no later than the Off Site Date.
5	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 the Council's Neighbourhoods and Sustainability department.
6	The Hirer shall be responsible and liable for the management of the Park and all activities thereon from the On Site Date to the Off Site Date (inclusive).
7	The Hirer must comply with the Council's sustainability policy and ensure that all areas within the Park including all entrance and exits points to and from the Park are cleared of all litter.
8	The Hirer shall obtain the consent of the Council prior to the release of any publication confirming the use of Council facilities in relation the Event.
9	The Hirer shall be entitled to attend both a pre-event and post-event inspection of the Park with the Council (at a time and date agreed upon between the parties) to survey and record (including the use of photographs) the then current state and condition of the Park.
10	The Hirer must ensure that no vehicles, other than those for which specific permission has been given, are taken into the Park. The speed limit in the Park is 5 mph. No vehicles are permitted to drive on the grass plots, unless specific permission has been granted.
11	The Hirer shall ensure that leaflets/flyers are only distributed to those persons expressing a genuine interest in the organisation and/or campaign and/or Event. The Event must not be advertised by fly posting. Any litter caused by the leaflets/flyers must be immediately collected by the Hirer and removed from the Park.
12	The flying of drones at the Park is permitted only in the event that Police Scotland approval has been obtained, in which event the flying of drones must be conducted in compliance with Police Scotland's approval. The flying of drones must be conducted in compliance with the Civilian Aviation Authority Air Navigation Order 2016.
13	The Hirer shall comply with the Council's policy banning the release of balloons and sky lanterns on Council land and premises, including the Park. The Hirer may request a copy of the up to date policy from the Council and shall satisfy itself that it can comply with its terms.
14	The Council shall notify the Hirer of the sums payable for the hire of the Park (the "Fee") and the Hirer shall pay the Fee plus Value Added Tax thereon by bank transfer to be received by the Council at least four weeks in advance of the On Site Date, unless otherwise agreed with the Executive Director of Neighbourhoods and Sustainability. The Fee shall be commercially sensitive and confidential information.
15	The Hirer shall transfer to the Council to the value of a sum to be notified by the Council (the "Bond") at least four weeks in advance of the On Site Date, unless otherwise agreed with the Executive Director of Neighbourhoods and Sustainability. Should the Council require to reinstate any damage to the Park resulting from the Event, the Council shall be entitled to carry out such works as the Council considers are necessary or desirable in order to ensure that the Park is brought up to the standards required and a cost for same shall be deducted from the Bond.
16	The Hirer shall ensure that the Event is covered by Public Liability Insurance to the value of at least five million pounds (£5,000,000) in respect of any one claim from the On Site Date. The insurance cover must indemnify the 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.
17	The Hirer shall effect and maintain in place Employers Liability Insurance with cover in excess of ten million pounds (£10,000,000) per incident from the On Site Date.
18	A copy of the Public Liability Insurance must be exhibited to the Council's Neighbourhoods and Sustainability department at least two weeks prior to the On Site Date.
19	The Hirer shall procure that all Company Persons observe and act in accordance with the terms of all policies of insurance effected by the Hirer and shall refrain from any act or omission which would or would be likely to invalidate such insurances or any of them.
20	The Hirer shall accept full responsibility for loss of or damage to its property within the Park and shall have no claim against the Council in any respect in connection therewith, unless such loss or damage arises as a result of the Council's negligence or breach of these terms and conditions of let.
21	The Hirer shall be liable for the acts and omissions (including negligence) of all Company Persons within the Park as if they were acts or omissions of the Hirer.
22	Neither the Council nor the Hirer excludes or limits its liability arising out of or in connection with these terms and conditions of let for: <ol style="list-style-type: none"> 1. death or personal injury; 2. fraudulent misrepresentation; or 3. any other liability which cannot by law be excluded or limited.
23	The Hirer shall ensure that access to the Park for emergency service vehicles is available at all times.

24	The Hirer must submit to the Council a full copy of the Event Management Plan at least fourteen days in advance of the On Site Date and the Hirer shall comply in full with the terms therein.
25	The Hirer shall produce 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 for advice and further information)
26	The Hirer shall 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 the Council and Police Scotland. All associated costs for this assessment shall be borne by the Hirer.
27	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.
28	The Hirer shall ensure that, where necessary, a suitable Weather Management Plan is established and implemented to deal with inclement weather and high winds.
29	The Hirer acknowledges that the Event may be subject to an environmental levy, which will be calculated in accordance with the size and scale of the event.
30	All electrical equipment brought on to the Park 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 barriered 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 Park.
31	The Hirer must contact the Council's Building Control department should the Event involve any temporary raised structures that are 600 mm or more above ground level. (email building.control@drs.glasgow.gov.uk for advice and further information)
32	The Hirer shall ensure that refuse does not accumulate on the Park and that all refuse is removed from the Park by the Off Site Date. Where necessary, the Hirer shall produce a Waste Management Plan to include times and methods of uplift of waste from the Park. The Hirer shall liaise with the Council's Neighbourhoods and Sustainability department 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 for advice and further information)
33	Should there be any alterations to the proposed event after initial permission is granted, you shall submit the revised plans to Land and the Council's Neighbourhoods and Sustainability department and await appropriate permission to be granted for amended proposals.
34	The Hirer shall contact the Council's Environmental Health department 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 for advice and further information)
35	All events that are held on Council owned sites must be fully compliant with all applicable environmental legislation, including without prejudice to that general statement, all Covid 19 guidance and legislation , and SEPA Pollution Prevention Guidelines. Any negative environmental aspects that may arise from the Event 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. (contact SEPA on 0300 996 699 for advice and further information)
36	Should the Hirer wish the Council to provide services in connection with the Event it shall request them in writing. The Council shall advise the Hirer in writing of the costs of providing the services. The Council shall not be obliged to provide any services to the Hirer without the Hirer's written confirmation of agreement of the cost of the services, including Value Added Tax where applicable. The Hirer shall pay the Council within thirty days of receipt of an invoice for any services provided.
37	The Council reserves the right at all times to carry out such works or services as it deems necessary in the interest of public safety.
38	The Hirer shall be responsible for contacting Police Scotland to advise them of the proposed Event.
39	The Hirer shall be responsible for all stewarding of the Event and where requested, producing a suitable stewarding plan, to the satisfaction of the Council and/or Police Scotland.
40	The Hirer is responsible at its own expense for ensuring that all licences, orders and permits required for the Event are obtained and complied with. This includes Public Entertainment Licence, Market Operator's Licence, Liquor Licence, Road Closure Order and Section 89 Permit. The Hirer must ensure that other Park users are not approached for the purpose of collecting money, etc., without the appropriate Council licence. (contact 0141 287 5354 or LicensingEnquiries@glasgow.gov.uk for advice and further information)
41	The consumption of alcohol outwith licensed areas is prohibited under the terms of the appropriate City Bye-law.
42	Where the Event is subject to additional permissions required under the Civic Government (Scotland) Act 1982 and/or the Licensing (Scotland) Act 2005, the Hirer shall ensure that: <ul style="list-style-type: none"> • all conditions attached to any Licence are fully complied with; • 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; and (contact 0141 287 1059 for advice and further information)
43	The Hirer is responsible for contacting Traffic Operations, within the Council's Neighbourhoods and Sustainability department, where the Event involves any traffic management including the closure of any road. (contact LESTraffic@glasgow.gov.uk for advice and further information)

44	The Hirer shall be responsible for ensuring that the appropriate permissions are sought in terms of the Land Reform (Scotland) Act 2003 to exempt land from access rights, where necessary. (contact the Council's Outdoor Access Officer 0141 287 8585 for advice and further information)
45	No alterations may be made to the proposed Event without the Council's prior written consent.
46	The Council reserves the right to alter the layout of the Event at any time, should ground conditions or any other circumstance so warrant.
47	To comply with Council policy, the Hirer must ensure that there is no military involvement in the Event without the prior agreement of the Council.
48	All cancellations must be notified to the Council in writing and sent to LESEvents@glasgow.gov.uk and made at least four weeks prior to the Event. Cancellation within the 4 week period may result in charges being due and payable by the Hirer as follows: <ul style="list-style-type: none"> • 3-4 weeks' notice = 25% of hire cost; • 2-3 weeks' notice = 50% of hire cost; • 1-2 weeks' notice = 75% of hire cost; or • less than 1 weeks' notice = 100% of hire cost. There shall be no refunds for any periods of the let not utilised.
49	The Hirer acknowledges that a non-refundable deposit shall be required to secure the hire of the Park for a commercial Event. The level of deposit required and the date upon which the deposit shall require to be paid shall be agreed with the Executive Director of Neighbourhoods and Sustainability.
50	The Hirer acknowledges that while the Council's Neighbourhoods and Sustainability department may offer guidance in relation to Park conditions, the Council will incur no liability for any loss incurred by the Hirer as a result of following such guidance. The Hirer is advised to conduct their own due diligence in relation to Park conditions prior to the On Site Date.
51	The Council reserves the right to cancel the let in the case of circumstances outwith its control. Such circumstances include fire, flood, severe adverse weather conditions, casualty, lock-out, strike, labour disputes, industrial action of any kind, unavoidable accident, national incident or riot, act of god, the enactment of any act of parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war, or any other cause or event (whether of a similar or dissimilar nature) outside the control of the Council. In these circumstances, the Council shall not be liable for any costs incurred by the Hirer in respect of the cancellation.
52	If at any time during the currency of the let the Hirer shall fail to implement or shall contravene any of the terms and conditions of let imposed upon them or in the event of the Hirer going into liquidation or having a receiver or administrator appointed in respect of any part of its undertaking, (each of the aforementioned being referred to hereinafter as a "Termination Event") the Council shall be entitled to terminate this let without penalty provided always that the Termination Event is not directly attributable to negligence on the part of the Council or its officials.
53	Where as a result of a Termination Event the Council incurs costs, losses or expense, the Council shall have the right to use the Bond or part thereof to offset such costs, losses or expense and this without prejudice to any other contractual or statutory or common law remedy available to the Council.
54	This let shall not be terminated or suspended on account of the non-occurrence of the Event for any reason, unless such non-occurrence is a direct result of the negligence of the Council, its employees or agent.
55	The Hirer agrees and undertakes fully and effectively to indemnify and save harmless the Council against all and any losses, liabilities, costs, claims, actions, proceedings, decrees or judgements made, brought, or established against the Council in connection with or arising as a direct result of the acts or omissions (whether negligent or otherwise) of the Hirer, including any breach by it of these terms and conditions of let, unless such losses arise directly from the negligence of the Council, its agents or employees.
56	All information submitted by the Hirer to the Council may require to be disclosed and/or published by the Council. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004 (the decisions of the Council in the interpretation thereof being final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner). The Fee shall be commercially sensitive and confidential information.
57	The Hirer shall be prohibited from assigning or sub-letting this let without the prior written consent of the Council.
58	The Hirer shall ensure that all Plans prepared in relation to the Event are complied with.
59	The Hirer shall ensure that any music performed at the Event and any publicity and programme material associated with the Event will not infringe any copyright or any other intellectual property right or interest or, to the best of the Hirer's knowledge and belief, be defamatory in any way.
60	The Hirer shall ensure that the Event and method of presentation and performance at the Park shall not be obscene or likely to incite racial hatred or to promote a breach of the peace or be harmful to the reputation of the Council or any of its arm's length organisations.
61	The Hirer shall ensure that good order is maintained at all times when they or any Company Person has use of the Park.
62	The Hirer shall ensure that all City Bye-laws are complied with.
63	The Hirer acknowledges that Council policies are subject to change. Details of current policies and policy updates can be accessed on the Council website.
64	This document is governed by the law of Scotland and the Council and the Hirer agree to the exclusive jurisdiction of the Scottish Courts.
65	<u>For Lets Relating to Funfairs</u> <ol style="list-style-type: none"> I. The Hirer must discuss with an authorised officer from the Council's Neighbourhoods and Sustainability department, the proposed size of the funfair. The size of the funfair must be agreed prior to the Hirer being permitted access to the Park. 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). III. The Hirer must ensure that all safety certification is valid, in date and available for inspection.
66	<u>For Lets Relating to Glasgow Green</u> The Hirer is required to contact the Cycle Unit within the Council's Neighbourhoods and Sustainability department at least two weeks prior to the On Site Date 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. (contact 0141 287 8585 for advice and further information)

For Lets Relating to George Square

The Hirer shall ensure that the following requirements are followed by all Company Persons:

Bauxite surfaced areas;

- I. Avoid sharp turns by vehicles on the surface where possible.
- II. 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.
- III. Vehicles or mechanical plant with fluid leaks (diesel/petrol/coolant/hydraulic, etc.) shall not be driven/operated within George Square.
- IV. Drip trays require to be provided for generators.
- V. The surfacing shall be protected from any out-riggers/stabilisers and the bases of site accommodation units by a suitable material.
- VI. 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).

Grass beds (all 4 areas);

- I. Vehicles/mechanical plant shall not be driven onto the grass beds.
- II. Materials shall not be stored directly on the grass beds (even temporarily) during set-up/removal operations. A suitable protective surface for the grass requires to be provided.

Should the Council require to reinstate any damage to George Square resulting from the Event, the Council shall be entitled to carry out such works as the Council considers are necessary or desirable in order to ensure that George Square is brought up to the standards required and a cost for same shall be deducted from the Bond.

Signature:

Date: