

NEW ROMNEY TOWN COUNCIL

TERMS & CONDITIONS FOR USE OF TOWN COUNCIL-OWNED OR MANAGED LAND

1. Definitions

‘Council’ shall mean New Romney Town Council.

‘Land’ shall mean land or property owned or managed by the Council which includes The Greens at Littlestone, Fairfield Road Recreation Ground at New Romney, St Martins Field at New Romney, Flagstaff Land at Littlestone and other land.

‘Event’ means any proposed activity on Council-owned or managed land.

‘Boot Stall Holders’ means users or participants of Boot Stall events on The Greens, Littlestone.

‘Officer’ means officer of the Council.

‘Councillor’ means ‘New Romney Town Councillor’.

‘Stall Holder’ means any stall holder involved in an Event.

‘Organisers’ means organisers, whether committee or otherwise, of an Event.

2. Applications

2.1 All applications for use of Land for an Event shall be in writing to the Council.

2.2 Acceptance of the Event can only be confirmed in writing by the Council and no verbal confirmation by an Officer or a Councillor can be used as proof of an agreement to proceed.

2.3 The Organisers must read and accept these Terms and Conditions. The form attached to this document must be signed by a representative of the Event Organisers and returned to the Council.

3. Charges and Donations

3.1 A charge of £x will be made per Boot Fair on The Greens as a contribution towards the administration costs and the maintenance of The Greens. This will be payable at least 2 weeks prior to the Boot Fair date.

3.2 A charge of £x will be made per day’s hire of The Greens by commercial companies or other organisations. This charge may be waived at the discretion of the Council.

3.3 All other Council Land may be available for local community organisations, or for public Events, Free of Charge. However the Council warmly welcomes any donation towards the cost of the Council administration, and to enable the Council to maintain and improve the amenity areas for the benefit of the Town and its residents.

4. **Conduct**

- 4.1 All Users of Land or Boot Stall Holders arriving before 7.00am must be requested to keep noise to a minimum to reduce nuisance to properties close by.
- 4.2 All Boot Stall Holders must vacate The Greens by 3.00pm.
- 4.3 All Boot Stall Holders to set up their stalls on the southern side of the path leading to the toilets and only one car per pitch is allowed.
- 4.4 No Stall Holder's vehicle should be allowed to leave the Land until the conclusion of the Event to avoid any hazard to pedestrians in the area of the Stalls.
- 4.5 There should be no amplified music allowed at any Boot Fairs on The Greens.
- 4.6 The Land shall be left in a clean and tidy state and the Event Organisers must ensure that all refuse is removed from the Land. Failure to do so will incur a charge. It is advisable for the Organisers to provide each Boot Stall Holder with a black sack.
- 4.7 The sale of ice cream or refreshments of any kind is prohibited on The Greens, and no traders are to be permitted at any Boot Fair. Only owners of private cars and vans may be allocated a Boot Fair pitch. These stipulations must be clearly set out in all Event advertising.

5. **Parking and Traffic**

- 5.1 It is essential that traffic and parking are controlled at all times with separate marshalled 'In' and 'Out' gates. With regard to The Greens this is to particularly avoid congestion at the junction of Littlestone Road and Grand Parade and to ensure the safety of pedestrians.
- 5.2 Car parking to be in the area designated for that purpose. Some signed parking spaces must be reserved for disabled drivers displaying a disabled badge.
- 5.3 The Event Organisers shall ensure that sufficient marshals are available to ensure the safety of pedestrians when walking in the car parking area.
- 5.4 Boot Fair Organisers must be clearly identifiable – either by wearing high visibility jackets or another method of identification – for example badges or shirts.
- 5.5 The Organisers of any Event must ensure that all cars leave the Land at the conclusion of the Event.

- 5.6 Boot Fair Organisers must ensure that all drivers are informed that the car parking area will be locked at 2.00pm. Every attempt should be made to trace the drivers of any vehicles remaining on The Greens after 2.00pm. If this is not possible a note must be left on the vehicle giving a number to call in order to exit The Greens. A charge may be made for any call out required.
- 5.7 Where appropriate cones should be used to control traffic, with entry and exit points to be clearly marked.
- 5.8 The Event Organisers will be held responsible for any proven abandoned vehicles.
- 5.9 Boot Fair Organisers will be held responsible for any travellers setting up on The Greens as a result of gates being left open following the Boot Fair and for any costs involved.

6. **Publicity and Marketing**

- 6.1 It is at the discretion of the Council to invite VIP guests to an Event being organised on any of its' Lands for members of the public.
- 6.2 The Council may request that a formal VIP area be established to enable VIP guests to attend the Event.
- 6.3 Only one VIP area may be established at any Event and all invitations shall be at the discretion or managed by the Council.
- 6.4 The Event manager (or committee) may liaise with the Council to organise publicity and marketing of the Event in the months or weeks prior to the Event.
- 6.5 A list of Boot Fair dates will be submitted to Kent County Council, Trading Standards and also to the Police.

7. **Pre-Event Meeting**

- 7.1 Boot Fair Organisers will be notified of a pre-boot fair briefing meeting which they must attend. Failure to do so will result in the loss of the Boot Fair.
- 7.2 All other Event Organisers shall liaise with the Council and where appropriate meet with the Council Officers or Councillors to discuss the Event.
- 7.3 A standard charge per Boot Fair pitch will be decided at the pre-Event meeting.

8. **Insurance and Risk Assessment**

- 8.1 The Organisers must obtain Public Liability Insurance for £5 million.

- 8.2 Verification of Public Liability Insurance must be submitted to the Council two weeks prior to the Event. Failure to provide evidence of this insurance will lead to cancellation of the Event.

9. **Keys and Notice Board**

- 9.1 The Council will provide Boot Fair Organisers with a notice board detailing certain terms and conditions relating to parking requirements.
- 9.2 Boot Fair Organisers should collect the notice board and keys for the barriers on The Greens on the Friday prior to the Boot Fair. The keys and the notice board should be returned on the Monday morning following the Event.
- 9.3 All other Event Organisers should liaise with the Town Clerk or a designated Council Officer to arrange the most appropriate time and day for collection of keys.

Mrs C Newcombe
Town Clerk & Responsible Financial Officer

Revised January 2012

NEW ROMNEY TOWN COUNCIL

**CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS
OF USE FOR COUNCIL OWNED OR MANAGED LAND**

Re: (*Please print name of Event*)

I/We of (*Please print name of Organisation*) confirm that we have read and understood the Risk Assessment and Conditions of Use of Land for the Event.

I/We confirm that we will comply with all the requirements specified.

I/We confirm that we have taken out Public Liability Insurance for a limit of indemnity of £5 million for the Event to be held on (*Please print date*).

I/We enclose: Verification of £5 million Public Liability Insurance

In the case of Boot Fair Organisers, a cheque for £ made payable
to New Romney Town Council

Signed:

Print Name:

Role In Organisation:

Date:

Contact Tel Number:

E-mail Address: