



Hythe Town Council
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Conditions of Use of the Hythe Green

Updated 03 March 2021

These conditions apply to all licenses granted to persons or companies in respect of the use of Hythe Green, Hythe for fairs, shows, entertainment etc.

1. Definitions

In these conditions the expression "The Council" means Hythe Town Council. "The Licensee" shall mean the person or body with whom the license for use of Hythe Green is entered into and "The Bye-Laws" shall mean the bye-laws relating to the public walks and pleasure grounds of which Hythe Green forms a part.

2. Agreement of area

The Council shall permit the Licensee to occupy such part of Hythe Green as may be necessary for the purposes of the Licensee. The area so to be occupied shall be agreed with the Town Clerk in order to avoid damage to underground gas mains, water and sewer pipes and electricity cables.

3. Water supply

Arrangements for water supply must be made through Veolia Water South East Services Ltd, The Cherry Garden, Cherry Garden Lane, Folkestone, CT19 4QB.

4. Refuse Collection

The Licensee shall notify Folkestone and Hythe District Council, Civic Centre, Castle Hill Avenue, Folkestone, CT20 2QY of any refuse to be collected at least 24 hours before vacating Hythe Green and shall undertake with Folkestone and Hythe District Council to pay collection costs.

5. Sanitation

All sanitary conveniences, dustbins etc must be provided and maintained to the satisfaction of the chief health and housing officer at Folkestone and Hythe District Council.



6. Licensee is responsible

The Licensee shall be responsible for the proper observance of the conditions set out in the preceding paragraphs and shall ensure that any person failing to carry out any obligation thereunder shall not again form part of the company of a fair, etc visiting Hythe for the organisation of which the Licensee is responsible.

7. Indemnification of the Council

The Licensee shall indemnify the Council against all risks and costs, claims, charges, expenses or outgoings of whatsoever nature arising directly or indirectly out of, or as a result of, the use of The Green, including any contingent liability of the Council for any accidents which may occur to the sum of £5 million.

8. Risk assessments

Users/Contractors on Town Council property should provide their own risk assessments for submission to the Town Council.

9. Music

If music is used it shall only be used between the hours of 5.00pm and 10.00pm and shall not be so loud as to constitute a nuisance to residences of the town.

10. Litter and Rubbish

The site shall be left free from litter and rubbish and any damage made and/or arising from the use of the site shall be made good at the Licensee's expense.

11. Flyposting

No advertisement shall be displayed, whether on Hythe Green or elsewhere, in contravention of the advertisement regulations for the time being in force (flyposting). The regulations are principally s224 and s225 of the Town and Country Planning Act 1990 and s132 of the Highways Act 1980 or Statutory Instruments (Town and Country (Control of Advertisements) Regulations 1992). Failure to comply will lead to the loss of deposit.

12. Bouncy castles

The following conditions must be adhered to when bouncy castles are used on Hythe Town Council land:

- (a) Adequate supervision – minimum of two supervisors.
- (b) Limit number of users to prescribed levels for the equipment.
- (c) Management of cables.
- (d) Provision of safety mats.
- (e) Requirement of compliance with HSE Guideline Note PM76.
- (f) Restrict operations to recognised experienced operators.
- (g) £5m Public Liability Insurance is compulsory.
- (h) Preparation of Risk Assessment to incorporate above provisions.



On behalf of the Organisers I have read and agree the above Conditions

Signed

Dated.....

On behalf of.....(Organisation)

