

**HIRE OF SPACE FOR PROMOTIONAL, ARTS
AND COMMUNITY USE
(HIGH TOWN/COMMERCIAL ST, HEREFORD)**

**Information Pack
and Guidelines**

contact

Herefordshire Council

on 01432 260805

Herefordshire Council

Markets, Fairs and Street Trading Section

Unit 38

Three Elms Trading Estate

Hereford

HR4 9PU

email: markets@herefordshire.gov.uk

Please keep this booklet for your reference

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Information

Hereford High Town/Commercial St is a prime promotion site and forms the integral part of the pedestrianised thoroughfare in the heart of Hereford.

The site can be booked for promotional, arts and community use. It is advisable to apply well in advance as the site can be extensively booked. It is recommended that the site is viewed before booking to ensure that it is appropriate for the event/activity. A plan of the site along with the designated area for your event will be sent to you once the booking has been accepted.

High Town/Commercial St is located between the High Street and Commercial Street and St. Peters Street. The normal area available for hire is the central space outside WH Smith and is suitable for exhibition units, arts activities, hard standing marquees, motor displays, stands etc. It may be possible to hire additional space in High Town/Commercial St, Hereford and alternative locations may be suggested to or by us for consideration

Hire Fees

The fee levied for the hire of the area will depend on the amount of space required.

Service	Area in Square Metres	Non-profit Making Org. Charge	Registered Charity Charge
Hire of Space in High Town/Commercial St, Hereford (Organisation using their own facilities) VAT IS EXEMPT	1 – 10	£30.00	£ 15 for local charities or local branches
	11 – 20	£50.00	
	21 – 40	£100.00	
	41 – 60	£125.00	£50 for national charities
	61 – 80	£150.00	
	81 – 100	£200.00	
Electric VAT IS EXEMPT		£15 per day per pillar used	£15 per day per pillar used

Area in Square M	Commercial Hire Charge
1 – 10	£160
11 – 20	£270
21 – 50	£380
50+	£540
£15 per day electric	

Booking Information

In order to book space at the site you must:-

- Read the 'Use of Sites General Guidelines' overleaf,
- Fill in the booking application form (EMFST HS5) enclosed and return it completed along with the risk assessment form to: Herefordshire Council, Markets, Fairs and Street Trading Section, Unit 39, Three Elms Trading Estate, Hereford, HR4 9PU at least two weeks before the activity date.

If your application is successful we will send you an offer letter informing you of the hire fee (if applicable) along with two contracts containing conditions and other information relevant to your booking.

Both contracts should be signed and returned to us.

On receipt of your payment (if applicable), signed contracts and proof of public liability insurance, we will send a copy of the contract back to you, countersigned by Herefordshire Council, which you should have available for inspection on the day. Without it, authorised Council Officials or the police will have the authority to move you off the site.

If your application is not successful, we shall inform you within 2 weeks of your application. The Council reserves the right to refuse any application for the hiring of the site without being required to give any reason for such refusal.

General Guidelines

Organisations will be required to abide by the terms of any agreement entered into with Herefordshire Council.

Use of area

Activities should not be disparaging to other cultures, nationalities or preach religious or cultural intolerance. Activities should be sympathetic to other users of this area. Members of the public must be able to go about their lawful business without being harassed. Access to our regular Street Traders must not be obstructed or obscured.

The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking, e.g. catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of the Council. Direct selling of any goods or services is not permitted under this booking scheme – a separate street trading consent would be required.

Public Access

The public have the right of access at all times. Participants must not cause obstruction to entrances, pavements, adjoining shop windows or access routes and roads.

Vehicles

No vehicles, caravans, trailers are allowed to remain on site without agreement from Herefordshire Council. Drivers of all vehicles should be mindful of the damage that can be caused when heavy vehicles traverse the area. Please do not drive vehicles directly along the frontage of shops. **Vehicles should enter the central area from St. Peters Street and exit via Commercial Street. The gate at St Peters Street is locked between the hours of 10:30am and 4:30pm. Any movement of vehicles must done in a safe and controlled manner.** All vehicles should be removed from the area at all times unless they form an integral part of the promotion or display and it has been agreed by Herefordshire Council that they can remain.

Risk Assessment

You must complete and return to us a Risk Assessment Form (form EMFST HS 8 attached), refer to 'Seven Steps to a Successful Risk Assessment' (form EMFST HS 7) to guide you.

Care of Venue

The Hirer shall keep the site clean and tidy. The Hirer shall repay to the Council on demand the cost of reinstating, repairing, replacing or cleansing any part of the site if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final.

The Hirer must at all times take good care of the site and will be responsible for any damage to the site or any part of it or any equipment or other property of the Council whether forming part of the hire or not. The property of, and any litter created by the Hirer and the Hirer's agents must be removed at the end of the period of hire.

Management of Activities

The Hirer is responsible for the supervision and control of activity participants, officials, visitors and spectators.

Sound Amplification

The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the site or users of the immediate surrounding area of the Venue. The use of any public address system at the site must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance under the Control of Pollution Act 1974, Section 62.

Alcohol

The sale or consumption of alcoholic drinks is strictly prohibited, without having first

obtained the relevant permissions / licenses which are outside the parameters of this booking system.

Electricity

The Hirer shall obtain approval from the Council for the use of generators at the site (but this is generally discouraged). The Hirer must ensure that any generators permitted at the event are of a silent type, earthed at a neutral point by means of a suitable earth electrode and all systems to be TN-S. Generators must be operated in a safe manner and segregated from the public or protected by suitable covers or barriers, so as to prevent access by members of the public.

There are several pop up pillar electric supplies around High Town/Commercial St offering 32 and 16amp currents. Cables and plugs are not supplied and the Hirer must provide cable covers as necessary to prevent a tripping hazard for the public. Hirers must also ensure that all equipment is safe for use.

Structures

All structures and stages should have had structural safety tests by an independent engineer and all aspects covered in your risk assessment.

Licences

The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, before the Event.

Insurance

The Hirer is responsible for all safety aspects of the site, during or subsequent to the activity and must accept liability for any loss, damage, injury or death due to their activity. The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks [including products liability where appropriate] for a minimum of £5 million per claim, (five million pounds) and produce evidence of such insurance in advance.

Tactile Path for Visually Impaired

Hirers of Space should be aware of the newly installed light coloured tactile path between the Butter Market and W H Smith. This assists the visually impaired in gauging their location within the High Town/Commercial St area. This path should not be obstructed at any time.

Privacy Notice

DATA PROTECTION ACT:

Herefordshire Council is the Data Controller under data protection law and will use the information you provide on this form in order to process your application.. The legal basis for processing this data is our legal obligations for regulating this hire of space scheme. We will keep your data for 6 years. Where necessary we may share this personal data with partner organisations for the protection of public funds administered which may include the prevention or detection of fraud and auditing purposes. Individuals have a number of rights under data protection law, including the right to request their information. You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office <https://ico.org.uk/>