

**CONDITIONS OF USE- MOORE CLOSE SITE**  
**FUNFAIRS AND CIRCUSES**

**THE FOLLOWING CONDITIONS OF USE MUST BE READ AND UNDERSTOOD**  
**BY THE ORGANISERS PRIOR TO HOSTING ANY EVENT.**

**You are required to sign and return to [info@newmiltontowncouncil.gov.uk](mailto:info@newmiltontowncouncil.gov.uk)**

1. The daily/nightly hire charge for use of the site from **1 April 2025** will be £220.38 inclusive of VAT, together with a deposit of £1,000, payable at the time of booking.
2. An invoice will be raised for the total value including deposit and hire charges which must be paid by Bank Transfer.
3. **Any breach of the following terms and conditions of use will result in any future requests for events by the organiser being refused by the Town Council and return of the deposit being withheld.**
4. The event organiser shall indemnify and keep indemnified the Council against all claims of whatever nature, which may arise out of, or in connection with their operation of the event. **The Public Liability insurance indemnity required will be a minimum of ten million pounds** and the copy certificate provided to the Town Clerk at least 14 days prior to the event.
5. The event organiser shall provide the following proof of appropriate and valid documents:
  - a) Risk assessments regarding their event and activities
  - b) PIPA and/or ADiPs
  - c) PAT certificates
  - d) Food Hygiene certificates
  - e) Any other relevant certification

Copies must be provided to the Council at least 14 days prior to the event.

6. We recommend that you contact the New Forest Safety Advisory Group to have your event considered in the interest of public safety. Further details are attached and we strongly encourage you to read and participate as appropriate. [Tellusaboutapublicevent-NewForestDistrictCouncil](#)
7. We recommend that you consider the relevant advice from the Health & Safety Executive [Health and safety guidance for fairgrounds \(hse.gov.uk\)](#)
8. Immediately after the conclusion of the event, the site must be cleared, and all litter and rubbish taken away. The event organiser must make arrangements for participant welfare and consider sanitary arrangements and disposal as appropriate.
9. The site will be inspected by Council staff prior to arrival and following departure, and subject to a satisfactory condition, the deposit will be refunded. **Any work necessary by the Council to make good damage to the site will be charged to the organiser at cost plus 25%.**

10. In line with the [Wild Animals in Circuses Act 2019](#), you must not exhibit wild animals or use them in a performance as part of a travelling circus in England.
11. All circus/fairground organisations using the site to be members of an appropriate professional organisation ie Association of Circus Proprietors, The Showmen's Guild, etc.
12. The event organiser should refer to the Equality Act 2010 (summary of Disabled Access attached) and ensure their event is fully inclusive and accessible to all.
13. Any public address system/playing of music operated in connection with the event must not cause any nuisance, annoyance or inconvenience to local residences and occupiers of premises in the vicinity of the site. A 9.00am start time is considered appropriate from which to operate a public address system and playing music. The cut-off time is 10.30pm being the latest time applying from Sunday to Thursday. 11pm is permitted on Friday and Saturday only. Further information is available at <http://www.newforest.gov.uk/article/1355/Noise>.
14. Organisers will need to contact the Town Council to receive the combination code to access the main gate and, if necessary, the electricity/water.
15. The number of visits by circuses and fairs will normally be restricted to two of each per year. Any additional requests, together with requests for use of the site by local organisations, to be considered by the Amenities Committee.
16. No balloons or Chinese lanterns to be released from Town Council land.
17. Prior discussion of traffic implications with the local police is strongly recommended.
- 18. The Council reserves the right to cancel or rearrange events for operational reasons.**
- 19. The Town & County Planning (Control of Advertisements) (England) Regulations 2007 Class 3(F) Temporary Advertisements permits: *"temporary notices or signs announcing the visit of a travelling circus or fair. These advertisements must not be displayed more than 14 days before the opening of the circus or fair and must be removed within seven days afterwards".***

**Please sign and return by email to [info@newmiltontowncouncil.gov.uk](mailto:info@newmiltontowncouncil.gov.uk)  
Or post to New Milton Town Council, Town Hall, Ashley Road, New Milton, BH25 6AS**

Print Name	Organisation/Group	Signature	Date

**G P FLEXMAN,  
TOWN CLERK  
Tel. 01425 619120  
1 April 2024**

Attachments:  
New Forest Safety Advisory Group  
Summary of Disabled Access

# DISABLED ACCESS

## Duty to make reasonable adjustments for disabled people

Some people or organisations like employers, shops, local authorities and schools must take positive steps to remove the barriers you face because of your disability. This is to ensure you receive the same services, as far as this is possible, as someone who's not disabled. The Equality Act 2010 calls this the duty to make reasonable adjustments.

## What's meant by the duty to make reasonable adjustments?

The **Equality Act 2010** says changes or adjustments should be made to ensure you can access the following things if you're disabled:

- Education
- Employment
- Housing
- Goods & services like shops, banks, hospitals, council offices, leisure centres
- Associations & private clubs like Scouts & Guides, golf clubs, working men clubs

## What's meant by reasonable?

Adjustments only have to be made if it's **reasonable** to do so. What's a reasonable thing to ask for depends on things like:

- The disability range of those who are likely to attend
- How practicable the changes are
- If the change you ask for would overcome the disadvantage you and other disabled people experience
- The size of the organisation event
- How much money and resources are available
- The cost of making the changes
- If any changes have already been made

## Provide extra aids or services

Sometimes you may need particular aids or equipment to help you access or do something. Or you may need additional services. The Equality Act calls this **auxiliary aids** and **services**. These are just a few examples:

- A portable induction loop for people with hearing aids
- BSL interpreters (British Sign Language)
- Providing information in alternative formats, such as Braille or audio CD's
- Extra staff assistance required, seating, space, parking, access, toilets, lighting, etc.

## **Safety Advisory Group (SAG)**

### **What is SAG?**

The Safety Advisory Group is a collective of agencies with a function or interest in public safety that come together to assess plans for events where there might be issues for public safety.

The SAG offers advice to ensure high standards of public safety at events and to encourage the wellbeing of those affected by such events – both those attending or participating, and those in the surrounding area.

It is not a legal requirement for organisers to participate, but it is good practice, and event organisers are recommended to use the expert advice of the SAG wherever possible. It is important to reiterate that the SAG is advisory and does not have any legal status of itself, although individual members of the group can take their own action if deemed necessary.

### **What Events does SAG apply to?**

The SAG process is not designed to consider all events; in the New Forest it is reserved for larger events in terms of expected attendees, events with the potential hazards such as firework displays, and events which may impact local people – such as cycling events. Consideration is also given to the profile of the audience. In addition to events notified to the SAG using an online form, other events will come to the attention of a SAG via other means. Should events come to the attention of individual agencies, the SAG process acts as a focal point to ensure details of events are collated.

### **Membership**

Membership of a SAG varies according to the type of event being considered. However, core members of the SAG in the New Forest include the police, fire and rescue, ambulance service, licensing, traffic/Highways Agency, New Forest National Park Authority and New Forest District Council Environmental Health. Local Councils are notified of cycling events, via the New Forest Association of Local Councils (NFALC).

The SAG group is operated by New Forest District Council which is responsible for circulating event information between the agencies, sharing agency responses and if necessary, chairing a meeting between the event organiser and agencies.

### **SAG and Cycling Events**

It is important to remember that the group does not have authority to either approve or to ban cycling events, and ultimately the overall responsibility for the safety of persons at events lies with the event organiser, venue operator and management team. In addition to encouraging high standards of health and safety at events, the SAG encourages arrangements to be made to minimise disruption to local communities – this may be in the scheduling of events to avoid conflict with other events, routing to avoid roadworks and trunk roads where possible, and the management of the event to reduce the impact on other road users.

### **Contacts**

In the New Forest, the SAG is coordinated and chaired by New Forest District Council: [events@nfdc.gov.uk](mailto:events@nfdc.gov.uk) or telephone 023 8028 5411.

A public register of events in the New Forest can be found at the following web link:  
[https://forms.newforest.gov.uk/ufs/EVENT\\_REGISTER.eb?ebd=0&ebz=2\\_1740135418436](https://forms.newforest.gov.uk/ufs/EVENT_REGISTER.eb?ebd=0&ebz=2_1740135418436)