

Ross-on-Wye Town Council

Open Spaces - Special Events Agreement 2016-17

Applicants must read and agree to the conditions (sections 4-7 in this document), complete and return all sections of this form with the appropriate fee (see section 3) to the Clerk at The Corn Exchange, High Street, Ross-on-Wye, HR9 5HL or email admin@rosstc-herefordshire.gov.uk

Section 1 APPLICANT

Name of Organiser:

Organisation:

Address:

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Telephone No. (Home): (Work):

Email address:.....

Name of contact person on the day (if different from above).....

Section 2 EVENT

Type (eg. fête, funfair, firework display):

Details of Event:

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Proposed Location:

Operative Dates:-

Arrival on site:

Dates of Event – From: To:

Times of Event – From:am/pm To:am/pm

Vacation of Site:

Number of people expected to attend:

Section 2 continued

LICENSING

If you intend to provide any of the following at your proposed event a license will also be required.

Please confirm as applicable if any of the following are proposed at your event;

	Yes	No
Live Music	<input type="checkbox"/>	<input type="checkbox"/>
Recorded Music	<input type="checkbox"/>	<input type="checkbox"/>
Films	<input type="checkbox"/>	<input type="checkbox"/>
Plays	<input type="checkbox"/>	<input type="checkbox"/>
Dancing	<input type="checkbox"/>	<input type="checkbox"/>
Will there be a charge for the Supply of alcohol at the event	<input type="checkbox"/>	<input type="checkbox"/>
Are more than 500+ people Expected to attend the event	<input type="checkbox"/>	<input type="checkbox"/>
Is your event lasting more than 7 days	<input type="checkbox"/>	<input type="checkbox"/>

If you have ticked YES for any of the above then in accordance with the Licensing Act 2003 a licence will be required for your event.

There are two types of licence;

TEMPORARY EVENT NOTICE – for small events likely to attract less than 500 people. A Temporary Event Notice (TEN) may be obtained to cover all of the licensable activities you propose. Each TEN can last up to 4 days. There a simple application process which must be made to The Licensing Section of Herefordshire Council – the Police and Environmental Health Officer at least 10 working days before the event.

PREMISES LICENCE – for large events attracting 500 or more people or lasting more than 7 days. This is a more complex application process which should be made to the Licensing Section of Herefordshire Council at least 3 months in advance of the proposed event date. At least 6 month prior notice should be given for large events of over 5000 people. This type of licence should be accompanied by an Event Management Plan.

Other Requirements: (eg. car parking on site, open/close gates, portaloos):

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Section 3 CHARGES

a) Deposit Payable

Commercial Hire - £1000

Not for Profit Organisations/Registered Charities/Community Groups – Discretionary £500 *

The deposit must be in the form of a cheque which will be held over and refunded at the end of the hire subject to the condition of the site.

b) Rent Payable

Fairs and circuses - Operational days £100.00 No of days

 Non-operational days £50.00 No of days

Registered Charities/Community Groups/Not for Profit Organisations* – Discretionary free of charge

Commercial Companies* - to be agreed by Committee

Rent payable must be paid at least seven days in advance of site occupation.

- c) In the event of the Organiser not carrying out their obligations under this Agreement, the Council will be entitled to withhold or recover any sums as necessary from the Organiser and this will include the cost of restoring the land to its previous condition in the event that the site is left in an untidy or damaged condition.

*please contact the Clerk for advice

Section 4 GENERAL TERMS AND CONDITIONS

- a) Not to use the site for any purpose other than for the type of event indicated in Section 2.
- b) Not to play or permit to be played music of any description outside of times agreed by the Town Clerk at the time of booking.
- c) The event shall, during the said period of occupation, open not earlier than 8.00am and close not later than 11.00pm unless otherwise agreed by the Town Clerk.
- d) To keep all vehicles and equipment within the confines of the designated area allocated for the event and not encroach upon any other land.
- e) Motorised vehicles are not permitted on site without the express permission of the Town Clerk.
- f) Not to permit any drunkenness or disorderly conduct at the event, and to conduct the event in an orderly and proper manner.
- g) To keep and maintain the site in a clean and tidy condition and to take all the necessary steps to prevent any nuisance or act or anything which may be or may become, a source of danger, inconvenience or annoyance to the Town Council or owners or occupiers of neighbouring property or properties or the public at large.
- h) To liaise with Herefordshire Council Planning with regard to the display of advertising material for the forthcoming event.
WARNING – ‘Fly Posting’ is not permitted and action will be taken against any promotor carrying out this form of advertising, removal costs will be deducted from the Deposit Payable.
- i) To comply with all legislation relating to Health and Safety, Food, Hygiene and Fire Regulations as may be necessary.
- j) Safe access and egress of the site must be maintained at all times to allow for easy access by emergency vehicles and speedy evacuation of the site.

- k) Camping by the general public is prohibited, but organisers can request use of the land for camping by those involved with the event if the Applicant seeks express permission in advance and this forms part of the Hire Agreement.
- l) To inform Herefordshire Council Environmental Health of the use of Performing Animals and to liaise with him with regard to all aspects of animal welfare, licensing and Environmental requirements (with specific reference to noise, food hygiene and alcohol).
- m) Volume of music, loud hailers etc. must be kept to a reasonable level, so as to not cause a noise nuisance to local residents, and to be turned off by 22.30 hours from Sunday to Friday and by 23.00 on Saturday.
The location of generators, speakers and other noise sources shall be so sited, as to minimise the noise impact on noise sensitive locations. All generators must be silenced in accordance with manufacturers requirements. The use of main generators will be kept to a minimum. No such generator shall be run before 10.00 hours.
- n) To indemnify the Town Council for all actions, costs, claims, expenses, demands and charges arising out of the Organiser's acts or defaults in connection with this Agreement or the holding of the event. This indemnity shall cover the acts and defaults of the Organiser's contractors, agents and employees.
- o) Upon the expiration of the period of occupation, to deliver up the site to the Town Council in a clean and tidy and orderly condition to the reasonable satisfaction of the Town Clerk and to repair any damage which may have occurred.
- p) If any of the requirements referred to in the above Agreement are not complied with, the Town Council reserves the right to refuse entry onto the site, or to instruct the organiser to vacate the site at any time with no cost to the Council.
- q) Portable electrical equipment owned by the hirer and used on premises owned by the Council (eg. power tools, kettles etc..) must have a current test certificate as required under the Electrical at Work Regulations Act 1989.

Section 5 SPECIAL CONDITIONS

- a) Funfairs
 - i) All Operators must comply with the requirements as laid down in "The Guide to Safety at Fairs" and the Health & Safety Executive Fairground Code of Practice No. HS(G)175.
 - ii) A valid safety certificate must be provided for all rides as required by the Council.
 - iii) Access must be afforded to the Council's staff, advisors or to any authorised qualified engineer to carry out inspections as considered necessary.
 - iv) No rides or generators shall be permitted closer than 28 metres from adjoining boundary hedges or fences.
 - v) A site plan must be approved in advance of the fair operating.
- b) Fireworks
 - i) Organiser must adhere to HSG 123 'Working Together on Firework Displays' available from the Health and Safety Executive. Fireworks displays must not last longer than 30 minutes in any one day of occupation.
 - ii) Bonfires and chinese lanterns are prohibited.

Section 6 PUBLIC LIABILITY INSURANCE

- a) The Operator must have Public Liability Insurance cover for the full duration of the event to fully indemnify them against all third party claims which could occur as a result of the event.
- b) Before entering upon the site the Organiser must provide proof of Public Liability Insurance Cover for at least £2,000,000 (two million pounds) for any occurrence. The number of occurrences to be unlimited.
- c) A copy of the Public Liability Insurance Policy Certificate must be forwarded to the Town Clerk at least 14 days before the event takes place.
- d) The Organiser must produce the Public Liability Insurance Certificate at all times on demand by any authorised officer of the Town Council.
- e) The Council reserves the right to terminate this Agreement without notice if the Organiser fails to maintain the required Public Liability Insurance and/or fails to produce the relevant Certificate of Insurance on demand.

Section 7 SAFETY MANAGEMENT PLAN

Ross Town Council is not responsible for any of the following. It is your responsibility as an event organiser to consider the overall management of your event. All events no matter how small should develop a Safety Management Plan covering visitors, staff and contractors. The following should be carefully considered and included in the plan.

- Fire Safety
- Vehicle and Pedestrian Movements
- Electrical Safety
- Crowd Management and Security
- Slips, trips and falls
- Structural safety (marquees, stages etc)
- First Aid Provision
- Litter Picking
- Additional Waste receptacles and collection
- Water, food and drink
- Lighting
- Sound (noise and vibration) for advice see www.herefordshire.gov.uk/environment
- Barriers
- Adverse Weather
- Sanitary Provisions
- Special Effects Provision
- Emergency Procedures and Site Evacuation.

For small events these aspects can be covered in a simple risk assessment for the whole event site.

Section 8 TERMINATION

The Council reserves the right to terminate the Agreement for the use of the site at any time if either:

- a) The Council is of the opinion that the event is likely to prove to be of an objectionable or undesirable character; or
- b) The Council is of the opinion that the site is likely to be used otherwise than for the purpose specified in the Form of Application; or

- c) The Council is of the opinion that, due to adverse weather conditions, the event would compromise the safety of participants in the event.

If the agreement for the use of the site is terminated, the Council shall not be liable to pay any compensation to the Applicant.

Section 9 DECLARATION

I am over 18 years of age.

I hereby agree to be bound by the above Agreement.

Signed: (Organiser)

Name: Dated:

Please complete and return as soon as possible to:

Ross-on-Wye Town Council
The Corn Exchange
High Street
Ross-on-Wye
Herefordshire

Tel No. 01989 562373

email: admin@rosstc-herefordshire.gov.uk website: www.rosstc-herefordshire.gov.uk

For Office Use

Copy of Public Liability Insurance Received:

Authorised by:

Deposit Cheque Received:

Date:

Payment Received: