

Ross-on-Wye Town Council

First Floor, The Corn Exchange, High Street, Ross-on-Wye, Herefordshire, HR9 5HL

Phone: 01989 562373

Email: admin@rosstc-herefordshire.gov.uk

SPECIAL EVENTS AGREEMENT – HIRE OF OPEN SPACES

1. APPLICANT

Name of Organiser:

Organisation:

Address:

..... Post code

Telephone No. (Home): (Work):

Email address:.....

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

2. EVENT

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

Details of Event:

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Proposed Location:

Operative Dates:-

(a) Arrival on site:

(b) Dates of Event – From: To:

(c) Times of Event – From:am/pm To:am/pm

(d) Vacation of Site:

(e) Number of people expected to attend:

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;

- Live Music YES / NO
- Recorded Music YES / NO
- Films YES / NO
- Plays YES / NO
- Dancing YES / NO
- Will there be a charge for the supply of alcohol at the event? YES / NO
- Are more than 500+ people expected to attend the event? YES / NO
- Is your event lasting more than 7 days? YES / NO

If you have answered 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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- (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 23.00 on a Saturday.
- (n) 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.
- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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.

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.

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.

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.

8. TERMINATION

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

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

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 Town Council, The Corn Exchange, High Street, Ross on Wye, HR9 5HL

Tel No. 01989 562373 email: admin@rosstc-herefordshire.gov.uk website: www.rosstc-herefordshire.gov.uk

Privacy Notice for Special Events Agreement

Ross-on-Wye Town Council is the Data Controller under the new data protection law and will use the information you provide on this form in order to contact you about your application to hold a special event.

The legal basis for processing this data is to enable the Council to process the contract. If you include any personal details on this application on behalf of an organisation or group, the legal basis for processing this data is your consent to do so. You can withdraw your consent at any time by notifying us. Our contact details to do so, or for any other queries, is The Corn Exchange, High Street, Ross-on-Wye, HR9 5HL.

We will keep your data for six years plus the current financial year, which runs from 1st April to 31st March. Your information will not be shared further.

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/>

Information you provide will only be used for the stated purpose. Further information about the processing of your data can be found on our website at <http://www.rosstc-herefordshire.gov.uk/> (continued on page 7)

Privacy Notice continued

Please confirm your consent below. You can grant consent to any or all of the purposes listed. You can withdraw or change your consent at any time.

- We may contact you to keep you informed about what is going on in the Council’s area including news, events, meetings and activities. These communications may also sometimes appear on our website, or in printed or electronic form including social media.
- We may use your name and photo in our newsletters, or on our website, or our Facebook page.

KEEPING IN TOUCH

- Yes please, I would like to receive communications by email.
- Yes please, I would like to receive communications by telephone.
- Yes please, I would like to receive communications by mobile phone including text message.
- Yes please, I would like to receive communications by social media including Facebook.
- Yes please, I would like to receive communications by post.

For Office Use
Authorised by:
Date:

Copy of Public Liability Insurance Received:
Deposit Cheque Received:
Payment Received: