

Lowestoft Town Council

Terms and Conditions of Hire

PLEASE READ CAREFULLY

1. These terms and conditions should be read with the relevant information in the Council's Good Practice and Safety Guidelines for Events and Hire of Public Spaces. The Council reserves the right to add, vary or remove any of these terms and will advise the Hirer accordingly as part of the application and permission process.
2. The Hirer must indemnify the Council against any death, personal injury, loss of or damage to property and actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis) which arise as a result of the Hirer's negligence or wilful misconduct or non-performance of its obligations under these conditions.
3. If any equipment is brought on to the site and is left on the site after the event has finished, or is left overnight if the event lasts more than one day, the Hirer shall be responsible for ensuring that any equipment is properly secured against misuse. The Council accepts no responsibility for any loss or damage to such equipment. In addition, the Hirer shall specifically ensure that the insurance cover to be provided covers all risks for all of the time that the equipment is on Council land.
4. The Hirer is responsible for controlling access to the site for the duration of the event, which shall include setting up and taking down times. In particular, the Hirer shall so operate any traffic bollards or any other device owned by the Council in such a manner as to prevent unauthorised access to the site. In the event that the Hirer permits or by his actions brings about unauthorised occupation of the site, the Hirer shall pay to the Council all costs properly incurred by it in seeking the removal of such persons from the site.
5. **Fairground** All documentation for fairground rides must be submitted to Lowestoft Town Council before the event.
The Council will require details of all equipment and units no less than six weeks prior to the event. Funfair operators are required to provide the Council with the insurance, ride inspection certificates and specific risk assessments for any rides that they intend to have at their event no less than six weeks prior to the event. Certification that the structures comply with the HSE guidance notes must be submitted a minimum of four normal office working hours prior to the event by agreement or another period, as specified by Lowestoft Town Council. Details of the electrical and structural contractor must be submitted for the council's approval no less than fifteen working days before the event by agreement, or another period, as specified by Lowestoft Town Council. Failure to provide the information required by the due date shall entitle the Council to cancel the event.
6. The event's organiser is responsible for all safety aspects of the event prior, during and after the event and must accept liability for any loss, damage injury or death, howsoever and by whomsoever caused.
7. **Fly posting in any form is not permitted** and may result in prosecution. Any breach of the condition will result in immediate cancellation of the permission to use the site. The cost of removing the fly posting will be deducted from the hirer's deposit.
8. **Bouncy castles and Inflatables are not permitted on any Town Council land.**
9. It is not permitted, without prior written agreement, to use any public address system, loudspeaker apparatus, engines or generators.
10. The giving of goldfish or other live creatures as prizes is banned.

11. No circuses with performing animals of any kind are permitted at any event.
12. No car boot or jumble sales or similar are permitted without prior agreement.
13. The siting of rides or attractions must be agreed in advance of the event, with Lowestoft Town Council and, as appropriate with East Suffolk Norse or other Council contractor.
14. Catering units are not permitted at events on Council land unless by prior arrangement and agreement has been given to the Hirer in writing. Relevant catering certificates must be produced in advance Lowestoft Town Council.
15. The Hirer shall at all times comply with any verbal or written directions or requirements by an officer of the Town Council, East Suffolk Norse or other relevant contractor during the duration of the event. Any breach of these conditions or directions by the Hirer or any participant in the event may result in the offending persons being removed from the site and/or immediate cancellation of the event.
16. Where an event takes place on a Council site normally accessible to the public, the Hirer is to use as little of the site as is reasonable and to make provision for the public access to the remainder of the site.
17. The Council reserves the right to refuse permission for any booking without being required to give a reason for any such refusal.
 - a) It reserves the right to cancel any booked event or withdraw permission to use the land any time up to and including the day of the event.
 - b) It reserves the right to cancel any booked event due to poor weather conditions.
 - c) It reserves the right to cancel the event if it has sufficient concerns or doubts about the safety of the event or if the organisers have failed to comply with advice given by the Safety Advisory Group
18. No advertising material may be issued or tickets sold until such time as permission has been granted by the Council for the event to take place.
19. For the benefit and protection of the surrounding land, environment and wildlife and to avoid the risk of damage from fire thereto (the Hirer) agrees that he/she will not release or permit anyone on the land of the Council pursuant to this (Agreement) to mass release balloons or release any sky lanterns whatsoever.
20. Where appropriate a deposit will be taken for each event and will be required on application. This is fully refundable if no issues requiring remedial action arise. The Council reserves the right to deduct from this deposit the cost of any repairs or cleaning up required after the event and to require any additional payments to ensure full repairs etc can be made. Removal of rubbish, clearing up and reinstatement work must be carried out to the standard required by Lowestoft Town Council.
21. Fees are set annually by the Council with reduced concessions for charities and community groups.
22. Lowestoft Town Council does not provide free car parking for events in its car parks. Any spaces used will need to pay the relevant charge. Loss of revenue will be charged to the event organiser should they need to block off any spaces for whatever reason and permission should be sought from the car park owner. Cars may not be parked on Lowestoft Town Council land either. Lowestoft Town Council reserves the right to deduct from your deposit a fine of £25 for each unauthorised car on site.
23. Any electricity used should be only as authorised by the Council and include from points on Sparrows Nest Gardens and will be charged at a flat rate of £10 per supply per day.
24. It is the event organiser's responsibility to make any arrangements regarding cleansing, barriers, toilets directly with East Suffolk Norse or other relevant Lowestoft Town Council contractor and pay any associated costs and to ensure that they have any necessary licences and permissions and comply with all relevant legislation.

EVENT APPLICATION FORM

Please read through the guidance notes thoroughly before completing this section.

Name of event : Lowestoft Walking Panto

Event location Kensington Gardens

Event date : 5th and 6th December

Organisers details

Name of organisation: The Seagull Theatre

Name of event organiser/s : Karen Read / Des Reynolds

Contact address : The Seagull Theatre, 19 – 75 Morton Road, Lowestoft Suffolk

Postcode : NR33 0JH Email address : manager@theseagull.co.uk

Tel No. Home : 01502 589726 Tel No/Mobile No 07538990112

Event **public enquiries** No. : 01502 589726

Contact on day of event: Des Reynolds 07955382118

(This must be provided)

Type of event

Community event x Commercial Event

(If for charity) – **Charity name** _____

Charity registration number _____

Please give the percentage (%) of income raised that will go to the charity concerned 100%

Event Description

Detailed description of proposed event: Due to Pandemic we cannot do a traditional panto, but to enable Lowestoft families to access some Christmas entertainment we are providing a walking panto. This will mean that the panto is split up across 7 locations in pakefield (Kensington gardens being one) Each household will walk separately from site to site to see each scene from the show. Each household is separated by a 10 minute gap and will have no contact with other parts of the audience. Each site will only ever have one household present at a time plus the performers. This complies rigoursly with all covid requirements.

Date and time to access site for preparation 9 am each day

Date/time the site will be vacated after event1 9.00 each day

Event start time12.00 noon each day **Event finish time** 18.00 each day

Admission price FREE Other/Chargeable : £5 adults £3 children

Approximate number of attendees expected: There are sixty slots over the two days – but each slot will have just one family of a maximum of 6. So individually there will never be more than 12 people present (6 plus performers and crew) but overall across the two days the number passing through will be 366.

Will any of the following be featured at this event? Please tick appropriate boxes (some may be prohibited at certain sites).

Attractions

- Fireworks/pyrotechnics Details _____
- Fairground rides Details _____
- Live music Details Sound effects and music played from a small PA system
- Live entertainment Details Magician / Actor

Services

- First Aid Details Qualified First Aider on call
- Security Details _____
- Stewards Details Fully briefed team of volunteer marshalls throughout
- Food/Drink concessions Details _____
- Staging Details _____
- Marquees Details _____
- Generators Details One generator to provide power
- Power Supply Details _____
- PA system Details : small unit with two speakers
- Lighting Details : Friends of Kensington Gardens have agreed to light the park
- Toilets Details _____
- Alcohol provision Details _____
- Water provision Details _____

Note: Please supply as much information as possible on all the above items.

After this application has been submitted, **no additional items** may be included without the express consent of the appropriate department in writing.

The council reserves the right to remove any unauthorised advertising and to recover the cost incurred from the event organisers. The event organiser/s should ensure that the site is regularly litter-picked during the event and cleared of all waste/litter after the event. If the event organiser/s fail to do this the Council reserves the right to carry out any works in default and charge the event organiser the cost incurred. If damage is sustained by the site as a result of, or in any direct action by the event and its attendees the Council reserves the right to complete works to restore and repair the site and charge the event organiser/s for any cost incurred.

Insurance

Event organisers are required to hold a current policy of insurance in respect of **Public Liability** and **Third Party risks** (including **products liability** where appropriate). The relevant limit of indemnity shall be an amount no smaller than £5 million per claim and the Council reserves the right to require a higher limit if deemed necessary. **Organisers will be required to produce evidence of their insurance cover.**

Risk Assessments & Event plan

Event organisers must supply a copy of their risk assessment and event plan and site plan with their application. The risk assessment must cover all aspects of the proposed events. Should the risk assessment be insufficient then permission will not be granted.

Note: All applications must be made a MINIMUM of 42 days before the event. Applications outside of this time will not be considered and failure to comply may result in the Council refusing to grant permission/withdrawing permission for the event.

Application

We will assess your application in consultation with Suffolk Police, East Suffolk Norse and other relevant organisations. Once we have received feedback we will advise you if your application is successful and what the costs and any specific conditions will be. It will also be passed to the Suffolk Safety Advisory Group (SAG) for their consideration

If permission is granted for this event, I hereby agree to comply with the terms and conditions of use set out by the Council and any departmental terms and conditions and all reasonable instructions given by all authorised Officers of the Council.

I confirm I have read and agree to all the terms and conditions x
I confirm I have enclosed a copy of my Public Liability Insurance
Risk Assessment , Event Plan and Site Plan x



Signed :

Date : 17/11/20

Printed Karen Read

Position in organisation : Manager

PLEASE RETURN COMPLETED FORM BY EMAIL TO:

admin@lowestofttowncouncil.gov.uk

For Office Use Only:

- | | | |
|---|---|---|
| 1) Diary: <input type="checkbox"/> | 2) Stakeholders: <input type="checkbox"/> | 3) PLI: <input type="checkbox"/> |
| 4) Risk Assessment: <input type="checkbox"/> | 5) Event Plan Checked: <input type="checkbox"/> | 6) Deposit Received: <input type="checkbox"/> |
| 7) Payment Received: <input type="checkbox"/> | 8) Confirmed: <input type="checkbox"/> | |