



**Exeter City Council**

## **STANDARD CONDITIONS ATTACHED TO THE GRANTING OF PERMISSION FOR ORGANISED USE OF COUNCIL-OWNED LAND**

### **General Conditions**

Should the Head of Contracts & Direct Services decide that site inspectors are necessary during the event, a charge may be made by the Council. The organisers will normally be notified of this before the event, but if, as a result of occurrences at the event, any Council staff are required to attend the site, then a charge may be made retrospectively.

The organisers shall comply with any other conditions imposed by the Head of Contracts & Direct Services, and notified separately.

Should permission be declined, the Council will not accept liability for any loss or damage in connection with the use of the land or the staging of the event, howsoever caused.

Cancellation: the Council may, at any time, cancel permission to use its land in circumstances which are considered appropriate, including, but not limited to: preservation of the site; the site being required for other purposes (e.g. Civic duties). The Council will not be liable to make or pay any compensation for such cancellation.

### **Use of Site**

The organisers shall undertake to ensure (so far as is practicable) that no loss, damage, defacement or destruction is caused to any Council-owned equipment, materials, facilities or natural features. The organisers shall further undertake to reimburse the Council for any costs that might necessarily be incurred by the Council in the repair, replacement, cleaning or reinstatement required as a result of the actions of any persons attending, or participating in the event.

No entrance fee shall be charged for entry to the land, unless previously agreed with the Head of Contracts & Direct Services. In such circumstances the fact that an entry fee is to be charged is to be clearly advertised in advance and at the entrance point to the event. With the prior permission of the Head of Contracts & Direct Services donations may be requested from people attending the event, but this shall not be done in such a way as to suggest a donation is a requirement for entry.

The Head of Contracts & Direct Services may at their discretion levy a charge on the organisers for allowing the event, and/or may require a deposit to be lodged with the Council in advance of the event.

The organisers shall ensure that the site is left in a clean and tidy condition at the conclusion of the event, and shall ensure that all litter, debris, etc. is removed from the site and placed in suitable litter receptacles.

### **Health and Safety**

The Council and its Officers will not to any extent exercise control over the activities, and are making the site available on the condition that the organisers have satisfied themselves that all reasonably practicable measures to ensure safety have been taken. Where requested by the Council, the organisers shall make safety or other certificates as required available prior to the event for examination by the Council's representatives, no later than 14 days before the event, unless by prior arrangement with the Head of Contracts & Direct Services. The organisers should produce a safety plan appropriate for the scale and type of event, including identifying potential hazards and undertaking risk assessments.

The organisers shall undertake to ensure that no vehicles are brought into or parked on the site without prior approval of the Head of Contracts & Direct Services. Should permission for vehicles be granted, a maximum speed limit of 5 mph must be observed, and pedestrians given right of way at all times. The organisers shall further undertake to ensure that no tents, stalls, or similar structures are

erected or pitched on the site, unless and until prior approval of the same has been obtained from the Head of Contracts & Direct Services, and that no such structures shall be erected or pitched on the site except in such locality as shall have been approved.

The organisers shall provide adequate first aid cover for the event. Should the first aid cover provided be deemed inappropriate by the Council, the organiser agrees to provide first aid cover at the level recommended by a Council Officer. Should any accidents occur at the event, the organiser must complete a copy of the Accident Report Form and return it, within 48 hours of the event, to the address given on the form.

## **Disturbance**

If required by the Head of Contracts & Direct Services, the organisers shall liaise with local residents by posting leaflets at each address likely to be affected by the event. Such leaflets shall explain what is proposed and who to contact with any queries or complaints.

The organisers shall not use, permit or suffer to be used the land, or any part thereof, for any illegal or immoral purpose, or for conducting or allowing any noisy, noxious or offensive activity, or anything which may cause nuisance, annoyance or damage to the Council, or the owners or occupiers of other property in the neighbourhood.

No amplification shall be used on the site during the period of the event without prior approval of the Head of Contracts & Direct Services.

## **Statutory Requirements**

The organiser shall inform the police, fire and ambulance services of the event, where relevant. The organisers shall undertake to comply with any instructions given by duly authorised officers of the City Council or of the fire, police or other statutory authorities, with whom the organiser shall liaise as necessary (according to the type of event), as to the arrangements to be made for, or the conduct of the event. In order that this shall be effected, the organisers shall appoint a person or persons whose names shall be notified to the Head of Contracts & Direct Services upon submission of the application, which person or persons shall be present at the site, at a clearly indicated location, throughout the period of the event, and which person or persons shall be responsible for ensuring, on behalf of the organisers, that any such instruction as aforesaid and these conditions are complied with.

## **Insurance**

The organisers shall indemnify the City Council against all claims and damages, of whatever nature or howsoever caused, arising out of the use of the site in respect of which permission has been granted, and shall arrange for appropriate insurance(s) to be in place prior to the commencement of the event.

Proof of Public Liability Insurance cover (minimum £5 million per claim) pertaining to the event will need to be submitted to the Head of Contracts & Direct Services, along with the completed application form for the use of Council-owned land, and other requested documentation. If proof of insurance is not received, the Council will not grant permission for its land to be used and will not accept liability for any losses incurred as a result of cancellation. It is the responsibility of the event organiser to seek relevant advice as to the appropriate level and type of insurance for their event. The Council reserves the right to request a higher limit of insurance if considered necessary.

In the event of the insurance cover being provided by Parkswatch, no further action is required of the event organiser to provide evidence of cover.

## **Suppliers**

The organisers shall ensure that any stalls, vehicles, etc. from which it is proposed to serve or sell refreshments during the period of the event for which permission has been granted shall first be notified to, and made available for inspection by, the Council's Head of Environmental Health

Services. All prices and charges shall be clearly displayed. The organiser is also responsible for verifying the legality of exhibitors, caterers, musicians, contractors, etc. who they engage for the event, and ensuring they have appropriate levels and types of insurance, details of which should be included in the application form.

## **Advertising**

The advertising of an event by fly-posting will result in the immediate withdrawal of permission to use the site. Organisers are advised that in the event of this condition being contravened, the Council will seek to recover the costs of removing any unauthorised material.

## **Data Protection**

The Council is bound by the requirements in the Data Protection Act 1998. The Council requires that all contractors abide by the requirements set out in the Data Protection Act 1998. Before the Council enters into any agreement with you, you must agree to the following:

You or your company shall:

- 1. Comply with any statute, statutory instrument, rule, order or regulation under the Act*
- 2. At all times have in place, and maintain to the satisfaction of the Council, procedures to protect any data from unauthorised or unlawful processing, loss, damage or destruction.*
- 3. Keep the Council fully indemnified against all actions, claims, costs, expenses and damages brought against or suffered by the Council arising out of any breach of the above conditions or the principles of data protection.*

## **Freedom of Information**

The event organiser is to be aware that the Council is bound by the Freedom of Information and the Environmental Information Regulations, so the release of contract information to the public is also governed by such regulations. Disclosure of information will be dependant on exemptions and the public interest test. Event Organisers are to be aware that agreements or confidentiality clauses in contracts may be invalid to the extent that they may exceed the exemptions or public interest. Although not a legal requirement, in accordance with the recommendation of Section 45 of the FOI Act, the Council will consult with event organisers if their views would help to decide if contract-related information is a) exempt or b) in the public interest. However, the Event Organiser is to be aware that it is the Council, not the event organiser, who will decide whether information should be disclosed.

## **Sustainability**

The Council strives to protect and enhance the environment of Exeter so that it can make a major contribution to quality of life, support balanced economic growth and make a positive contribution to the global environment. The Council is therefore committed to the achievement of sustainable development that minimises the environmental, economic and social impacts, either locally or globally, associated with the products, services and works it procures or supports. In supporting the procurement of supplies, services or new development projects, the inherent sustainable qualities possessed by those purchases are of vital importance to the Council, and such qualities therefore form a prime requirement in procurement and enablement to achieve best value for the Council.

The event organiser, therefore, is required, through its service delivery, to seek wherever practicable by design or supply to conserve energy, reduce waste, use more durable and upgradeable goods, use more sustainable products (i.e. those that minimise environmental, social and economic impacts).

***Please sign below to confirm your understanding of and agreement to the Standard Conditions outlined in this document.***

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_