

General Conditions

- Should the Assistant Director of Public Realm decide that 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 Assistant Director of Public Realm and notified separately.
- The Council will not accept liability for any loss or damage howsoever caused in connection with the use of the waterway or the staging of the event, or should permission be declined.
- Cancellation: The Council may, at any time, cancel permission to use its waterway 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, and shall further undertake to reimburse the City Council with any costs that might necessarily be incurred by the City 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 waterway. With the prior permission of the Assistant Director of Public Realm 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 Assistant Director of Public Realm 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 Assistant Director of Public Realm. 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 vessels are brought into or anchored on the site without prior approval of the Assistant Director of Public Realm. Should permission for vessels be granted a maximum speed limit of 10 knots must be observed and right of navigation to be maintained at all times. The organisers shall further undertake to ensure that no obstructions, buoys, or similar structures are positioned on a waterway unless and until prior approval of the same has been obtained from the Assistant Director of Public Realm and that no such obstructions shall be positioned on the waterway 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 Assistant Director of Public Realm, the organisers shall liaise with local residents by posting leaflets at each address likely to be affected by the event. Such leaflet 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 waterway 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 Assistant Director of Public Realm.

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 Assistant Director of Public Realm 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 (minimum £5million) cover pertaining to the event will need to be submitted to the Assistant Director of Public Realm, along with the completed application form for the use of Council owned waterway and other requested documentation. If proof of insurance is not received, the Council will not grant permission for its waterway 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.

Suppliers

- The organisers shall ensure that any vessels 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 Event Participation List.

Advertisement

- 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 and procuring 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) and influence their suppliers to develop same and contribute to the establishment of better sustainable supply chains.

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

Signed: _____

Name: _____

Date: _____

Return Address:

Waterways Department, Civic Centre, Paris Street EX1 1JN
Email: river.canal@exeter.gov.uk Tel: 01392 265791